

LABOR AGREEMENT

By and Between

AMALGAMATED TRANSIT UNION, LOCAL 587

and

CLALLAM TRANSIT SYSTEM

January 1, 2018 through December 31, 2020



LABOR AGREEMENT TABLE OF CONTENTS

Preamble.....	3
Definitions	3
Conventions	4
Article 1 Union/Management Relations	5
Article 2 Equal Employment Opportunity and Non-discrimination	8
Article 3 General Conditions	9
Article 4 Seniority	12
Article 5 Layoffs and Recall	13
Article 6 Discipline.....	15
Article 7 Grievances and Arbitration	17
Article 8 Wages.....	21
Article 9 Health Insurance Programs	24
Article 10 Retirement Plans	26
Article 11 General Leave	27
Article 12 Sick Leave	31
Article 13 Holidays	34
Article 14 Miscellaneous Benefits	35
Article 15 Miscellaneous Leaves	37
Article 16 Uniforms and Appearance	41
Article 17 Clerks.....	43
Article 18 Custodians.....	45
Article 19 Customer Service Representatives	48
Article 20 Fixed-route Dispatchers.....	51
Article 21 Lead Maintenance Workers.....	54
Article 22 Lead Mechanics.....	57
Article 23 Maintenance Workers.....	60
Article 24 Mechanics.....	63
Article 25 Paratransit Dispatchers	66
Article 26 Paratransit Operators	69
Article 27 Paratransit Schedulers	72
Article 28 Transit Operators.....	75
Article 29 Work Outside of Classification.....	79
Article 30 Term of Agreement, Savings Clauses, and Modification Provisions	80
Appendix A Uniforms	81
Appendix B Mechanic Tool List	83

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CLALLAM TRANSIT SYSTEM

PARTIES TO THE AGREEMENT

This AGREEMENT is made and entered into by and between CLALLAM TRANSIT SYSTEM, its successors and assigns, hereinafter referred to as "CTS" and the AMALGAMATED TRANSIT UNION (ATU), LOCAL 587, representing those Employees of CTS, covered by this AGREEMENT, hereinafter referred to as the "UNION." When the term "AGREEMENT" is used herein, it refers to this collective bargaining agreement.

PREAMBLE

The PARTIES recognize that our mutual goal is to provide a safe, comfortable, efficient, and economical transit system for the citizens of Clallam County. Further, to achieve this goal, we recognize the need for trust, cooperation, and mutual respect. The purpose of this AGREEMENT is to provide a working understanding between CTS and the Employees represented by the UNION. In the spirit of cooperation, the PARTIES agree that this can best be accomplished by maintenance of adequate facilities, staff, and equipment, and by efficient use of a qualified and responsible workforce. Employees are entitled to wages, benefits, and working conditions as provided in this AGREEMENT, including all protections preserved by law. Further, the PARTIES recognize that a key element in the provision of fair working conditions includes a commitment to the concept of just cause.

DEFINITIONS

The terms, as used in this AGREEMENT, unless otherwise specifically stated, shall be defined as follows:

- A. Anniversary Date:** The date the Employee entered into his/her most recent job classification covered by this AGREEMENT.
- B. Business day:** Monday through Friday, excluding holidays listed in Article 13 - Holidays.
- C. Day:** A calendar day, unless otherwise noted.
- D. Domestic partner.** A person living with an Employee if s/he and the Employee:
 - 1) Share the same regular and permanent residence;
 - 2) Have a close personal relationship;
 - 3) Are jointly responsible for basic living expenses,
 - 4) Are not married to anyone;
 - 5) Are at least 18 years of age;
 - 6) Are not related by blood closer than would bar marriage in the State of Washington; and
 - 7) Are each other's sole domestic partner and are responsible for each other's common welfare.
- E. Eligible dependent:** If it is not otherwise defined in this AGREEMENT or benefit plan provisions, shall mean an Employee's spouse/domestic partner and unmarried dependent children. Such children shall be eligible up to age 26 under the conditions set forth in the federal healthcare statutes. Special provisions extend indefinitely for children with mental or physical disabilities.

F. *Emergency:* A circumstance which is beyond the control of CTS at the time action is required and which could not reasonably have been foreseen on that occasion.

G. *Employee:* Whether singular or plural, means and applies to those Employees of CTS included within the bargaining unit, and that this AGREEMENT covers only those Employees.

H. *Extra Board Employee:* A substitute Operator who may or may not be regularly scheduled to work on a weekly basis. Extra Board Employees will cover shifts of full/part-time Operators who are sick, scheduled off, on vacation, or in times of Operator shortages (e.g., turnover). Extra Board Employees are eligible for all full-time benefits under this AGREEMENT.

I. *Full-time status:* An Employee shall be considered to be a full-time Employee if his/her bid equals or exceeds 35 hours or is an Extra Board Operator. Full-time Employees are eligible for all benefits under this AGREEMENT.

J. *Hire Date:* The first date the Employee is compensated by CTS.

K. *Marital status:* The legal status of being married, single, separated, divorced, or widowed as defined in Revised Code of Washington (RCW) 49.60.040.

L. *Negotiate:* The duty to meet upon request and negotiate with an intention of arriving at an agreement. Unless specifically stated, the use of this term does not require that the issue be submitted to arbitration if no agreement is reached.

M. *Non-service holiday:* Any day when CTS does not operate its fixed-route service in accordance with its posted schedule on a holiday listed in Article 13 - Holidays.

N. *Part-time status:* An Employee shall be considered to be a part-time Employee if his/her bid consists of less than 35 hours but at least 20 hours per week. Part-time Employees are eligible for all benefits under this AGREEMENT.

O. *Seniority Date:* The first day an Employee is continuously covered by this AGREEMENT.

P. *Temporary status:* A person employed by CTS on a continuous basis to work 867 hours or less per calendar year and is expected to work less than 70 hours per month for at least eight months during the twelve-month period from January 1 through December 31. Temporary employees are not eligible for benefits other than those required by statute.

CONVENTIONS

A. References to an Article shall mean the respective Article of this AGREEMENT in which the reference is contained, unless otherwise specified.

B. References to a Section shall mean the respective Section of the Article of this AGREEMENT in which the reference is contained, unless otherwise specified.

C. References to a Paragraph shall mean the respective Paragraph of the Section and Article of this AGREEMENT in which the reference is contained, unless otherwise specified.

D. The abbreviation "RDO" stands for regular day off.

ARTICLE 1

UNION/MANAGEMENT RELATIONS

Section 1.1 Sole Bargaining Agent

A. CTS recognizes the UNION as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, and conditions of employment for all full-time and part-time Employees working the job classifications listed in Article 8 - Wages. Employees, other than those listed in Article 8 - Wages, hired to work on a temporary basis (867 hours or less per calendar year), supervisory employees, and all elected officials or officers of CTS shall be excluded from the AGREEMENT.

B. The PARTIES agree that no Employee shall be discriminated against because of UNION membership or nonmembership.

C. Any and all new job classifications, and changes to existing job descriptions included in this AGREEMENT will be negotiated with the UNION. Concerns over job descriptions will be handled first by the Labor Relations Committee (LRC).

Section 1.2 Visitation

A. CTS agrees to permit duly authorized representatives of the UNION to have access to CTS's premises during working hours, provided that such representative coordinates in advance with the appropriate Department Manager, notifies the appropriate Department Manager of the reason for the representative's presence, and does not interfere with normal operations or conduct of business. Such visitations shall be for the reasons of the administration of this AGREEMENT.

B. No Union member or officer shall conduct any UNION business on CTS time, unless authorized to do so by CTS.

Section 1.3 Employer Activities

A. The responsibility to manage the affairs of CTS is vested exclusively in the employer (CTS), limited only by the specific terms and conditions of this AGREEMENT.

B. That responsibility includes but is not limited to: to plan, direct, and control all operations and services; to determine methods, means, and number of personnel by which such operations and services are conducted; to assign and distribute work; to hire, discharge, suspend, promote, demote, reward, discipline, or relieve Employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to implement new, revise, or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.

Section 1.4 Union Membership

A. CTS shall deduct the regular dues, fees, and assessments of the UNION from the wages of any bargaining unit Employee for whom the UNION has submitted a written authorization to CTS. Consistent with federal, state, and local law, CTS shall honor and adhere to the specific provisions of any such authorization for the deduction of regular dues, fees, and assessments regarding the duration, renewal, procedure for revocation, and all other provisions agreed to by the Employee as stated in the authorization, irrespective of the Employee's membership in the UNION.

B. When an orientation program, formal or informal, is conducted for new Employees, CTS shall provide the UNION with advance notice of the orientation and shall permit the UNION not less than one hour to give a presentation, answer questions, distribute materials, and solicit membership in the UNION. The meeting between the UNION and the Employees shall take place during the Employees' regular working hours, with no loss of pay to the Employees involved.

C. The UNION agrees to indemnify and hold CTS harmless from any and all liabilities resulting from compliance within the provisions of this Section.

Section 1.5 List of New or Terminating Employees

Every pay period, CTS shall furnish the UNION with a list of all new Employees and/or terminating Employees.

Section 1.6 Union Bulletin Boards

CTS agrees to provide space for UNION bulletin boards which will not exceed 48" x 44," unless otherwise agreed to by the PARTIES, at all work locations, as determined by the PARTIES. All materials posted shall be signed by a full-time officer of the UNION or shall be on UNION letterhead. No material shall be posted on or in CTS's property by or on behalf of the UNION or its members, except as provided above. However, during times of general UNION election of officers, the PARTIES shall agree upon suitable space and conditions for the posting of campaign literature. In addition, CTS will provide adequate space on or adjacent to each UNION bulletin board for a clipboard.

Section 1.7 Written Communications

A. Written communications from the UNION will be directed to the General Manager/designee and will be answered in writing within 10 calendar days. Written communications to the UNION will be directed to the President/Business Agent/designee of the local, copied to a UNION-designated Employee, and will be answered by the UNION within 10 calendar days.

B. CTS agrees to notify the UNION of any changes in its rules and policies that may *affect* the working conditions, performance standards, and/or discipline of the Employees and to meet with the UNION within a reasonable period of time, but not less than 28 calendar days prior to implementation. The UNION shall notify CTS not less than 21 days prior to implementation, if the UNION wishes to discuss and/or negotiate the proposed change(s). CTS will post on a bulletin board and distribute to each Employee individually, all adopted rules, regulations, or policy changes 14 calendar days prior to their effective date, except when special circumstances preclude such a notice.

Section 1.8 Labor Relations Committee

A. The PARTIES agree to establish a committee to be known as the "Labor Relations Committee" (LRC). This committee shall meet quarterly (or as agreed upon by the PARTIES), for the purpose of discussing, approving, and/or proposing resolutions to:

- 1) Issues or problems of CTS policy which *affect* the UNION and which either PARTY requests to be placed on the agenda.
- 2) Issues or problems of contract administration, other than formal grievances which are being processed, unless mutually agreed by both PARTIES.
- 3) Other subjects which may be mutually agreed upon as the need arises.

B. Written notes may be taken by participants during LRC meetings, but only the approved meeting minutes may be used by either PARTY in a grievance, arbitration, or other controversy between the PARTIES.

Section 1.9 Joint Safety, Health, and Security Committee

CTS is committed to providing a safe, secure, and healthy workplace and communicating about safety concerns to its Employees. The Joint Safety, Health, and Security Committee shall meet once a month, or more frequently when requested by either PARTY. The committee shall consist of a minimum of three members from each PARTY. Duties of the committee shall be restricted to discussing safety goals, security, and health goals, and making recommendations to help CTS improve safety standards for all CTS job classifications.

Section 1.10 Scheduling Committee

A. The Scheduling Committee shall meet quarterly, or when requested by either the UNION or CTS. The committee shall consist of up to two members appointed by CTS and a minimum of two Employees selected by the UNION. Duties of the committee shall be restricted to discussing scheduling goals and making recommendations to help CTS improve route scheduling and planning.

B. Quarterly run cuts will be made available to the committee for review at least 14 calendar days prior to the posting of the bid. The Scheduling Committee shall submit any suggestions it may have to CTS at least seven days before the posting of the pick. The pick shall be posted at least five weeks before the effective date of the next bid and be completed at least four weeks before the effective date of the next bid. The failure of the Scheduling Committee to act within this timeframe shall not prevent CTS from implementing the bid.

C. In the event the Scheduling Committee or CTS determines that its safety concerns on any route have not been satisfactorily addressed, either PARTY shall present its concerns to the Safety, Health, and Security Committee, and minutes of these meetings will be kept.

D. If a majority of the Safety, Health, and Security Committee and Scheduling Committee combined agree regarding the safety concern, it will be presented to the General Manager, and minutes of these meetings will be kept. The Scheduling Committee may also separately bring concerns to the General Manager after meeting with the Operations and Planning Manager.

E. A baseline of 22% of the scheduled recovery time will be used to determine the system-wide average. Any run that falls below a 20% recovery time may be looked at on an individual basis by the Scheduling Committee.

Section 1.11 Vehicle Procurement Committee

A Vehicle Procurement Committee shall consist of up to two members appointed by CTS and of up to two members appointed by the UNION, to discuss the procurement of revenue vehicles.

Section 1.12 Uniform Committee

A Uniform Committee shall consist of up to two members appointed by CTS and of up to two members appointed by the UNION. The Uniform Committee shall meet at least twice a year to discuss the uniform program and select uniform items.

Section 1.13 Committee Selections

CTS will solicit volunteers from its Employees for the purpose of the selection of local UNION committee members, and in accordance with the by-laws of the committees, if available. If committee vacancies occur as a result of insufficient volunteerism, CTS will solicit input from the UNION when selecting Employees to serve on standing committees, boards, or task forces, unless otherwise specified in this AGREEMENT.

Section 1.14 Printing of the Agreement

Upon completion of contract negotiations and agreement and ratification of a new AGREEMENT, the PARTIES will equally share the costs of printing a mutually agreed upon number copies of the new AGREEMENT. The UNION will arrange for the printing and will bill CTS for half the cost.

ARTICLE 2 EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

Section 2.1 Merit System

The PARTIES are committed to ensuring equal employment opportunities for all new applicants for employment, as well as for present Employees. CTS shall recruit, select, and promote Employees and/or external candidates on the basis of their relative knowledge, skills, and abilities, and in accordance with CTS's equal employment opportunity and affirmative action policies. After the recruitment process is completed, CTS will offer to meet with the Employee applicants to review the process and provide feedback.

Section 2.2 Non-discrimination and Employee Resources

A. The provisions of this AGREEMENT and CTS personnel policies concerning hiring and placement, conditions and privileges of employment, compensation, training, tuition aid, promotions, transfers, discipline, benefits, and other related programs, are administered on the basis of merit to all Employees in the bargaining unit, and without regard to an Employee's race, creed, color, religion, sex, sexual orientation, gender expression, gender identity, gender information, national origin, political affiliation, UNION membership or non-membership, age, marital status, disability, or liability for service in the Armed Forces of the United States. The PARTIES agree that sexual harassment will not be tolerated within the workplace.

B. The PARTIES pledge to comply with the Civil Rights Act of 1964, as amended, the Equal Employment Opportunity Act of 1972, the State Law Against Discrimination, and any similar or related federal and state laws and regulations which prohibit discrimination based on an Employee's race, creed, color, religion, national origin, political affiliation, age, sex, sexual orientation, gender expression, gender identity, gender information, marital status, or disability, except as specifically exempted by a bona fide occupational qualification (BFOQ). Any Employee of CTS who obstructs this policy with respect to equal employment opportunity and/or non-discrimination will be subject to disciplinary action.

C. The PARTIES agree it is important that Employees who feel they have been the subject of discrimination address these issues and seek resolution. Employees are encouraged to discuss such issues with his/her supervisor, human resources personnel, or other management staff. Other avenues available to Employees to address his/her concerns are the grievance process as outlined in Article 7 - Grievances and Arbitration, the Human Rights Commission (HRC), or the Equal Employment Opportunity Commission (EEOC). If after filing a grievance, an Employee chooses to file a complaint with the HRC or EEOC, the grievance regarding the alleged discrimination will be held in abeyance.

ARTICLE 3 GENERAL CONDITIONS

Section 3.1 Technological Change

A. If CTS considers a technological change that has an impact on the wages, hours, or working conditions of any Employee, CTS agrees to notify the UNION at least 60 days prior to implementation of such a technological change and further agrees to negotiate with the UNION any impact or effect upon Employees.

B. If a technological change results in the creation of a new job classification which is appropriately included in the UNION, CTS agrees to negotiate the wages, hours, and working conditions with the UNION.

C. If a technological change results in the displacement of an Employee, the transfer and/or retraining of the displaced Employee will be negotiated with the Union.

Section 3.2 Lost and Found Items

Each lost article found by an Employee shall be turned in to the worksite no later than the end of the work shift. No article may be kept by an Employee. Forks Employees will use current procedures.

Section 3.3 Payroll Deductions

No payroll deductions shall be made, except those required by law, unless authorized by the Employee.

Section 3.4 Sanitary and First-Aid Facilities

A. CTS will take all reasonable steps to arrange for adequate toilet facilities on all lines of operation, at all permanent worksite locations, and will ensure their sanitary condition. Employees shall have sufficient time to use the restroom. If Employees have concerns about the adequacy of restroom facilities or concerns about schedules that they believe have insufficient time at the end of the line to use a restroom, then Employees should have the issue placed on the agenda for the Joint Safety, Health, and Security Committee. Exact location and facility requirements will be negotiated in LRC. As a priority, facilities will include hot running water.

B. CTS will arrange for adequate first-aid equipment on all vehicles and at all permanent worksite locations.

Section 3.5 Contributions and Solicitations

No Employee shall be compelled to contribute to any charitable, civic, or other public fund or collection, and all such contributions shall be on a voluntary basis. Solicitations for funds or circulation of lists, petitions, endorsements, or other documents shall not be conducted on CTS's property or among Employees on duty and/or in uniform, except by mutual written consent of CTS and the UNION or as required by law.

Section 3.6 Defective Equipment

A. CTS will pay all fines for speeding and/or defective equipment issued against an Employee due to driving a CTS vehicle with defective or missing equipment, as confirmed by CTS to have directly caused the infraction.

B. If an Employee receives a fine for speeding and/or defective equipment as described above, CTS will pay up to \$1,000 for the Employee's reasonable attorney fees for litigating the fine. No Employee is eligible for more than \$1,000 reimbursement during the life of this AGREEMENT.

C. This shall not apply where an Employee was aware of or should have been aware of and failed to report the defective equipment and/or missing equipment for which the fine was issued.

Section 3.7 Security and Surveillance

A. CTS shall not require any Employee to take a lie detector test. CTS retains the right to monitor all of its telecommunications and radio transmissions. CTS reserves the right to make video and audio recordings on its properties and vehicles. The intent is that these recordings will not be used arbitrarily but used as an investigatory tool in conjunction with an accident, incident, public contact, security issue, at the request of an Employee, for training purposes, or for maintenance and repair use.

B. Video and audio recordings may be used one minute prior, and one minute after, the alleged incident only as evidence in a disciplinary proceeding, if a willful violation of a CTS policy or procedure is observed.

Section 3.8 Service Letter

At the termination of service with CTS, the Employee will, upon request, be given a letter showing the Employee's term of service and the position(s) in which employed.

Section 3.9 Subcontracting

At the earliest serious consideration by CTS to potentially contract outside of the organization for work historically and traditionally performed by the bargaining unit, CTS shall notify the UNION. CTS commits to holding meaningful discussions with the UNION on possible alternatives. Such discussions shall be included as a part of the next possible LRC meeting and recorded as a part of the LRC minutes.

Section 3.10 Probationary and Review Periods

A. Probationary Period

- 1) Each new Employee shall be considered a probationary Employee and must successfully complete a probationary period of 180 days from his/her Seniority Date before being appointed to the position. A probationary Employee shall complete his/her probationary period before being eligible to be appointed to a new position within CTS.
- 2) An Employee shall be considered to be a regular Employee upon successful completion of the probationary period.
- 3) Periods of leaves of absence of 80 cumulative hours or more shall not be included in computing the time for completion of probationary periods. Probationary periods may be extended by mutual consent of CTS and the UNION.

B. Review Period and Right-of-Return

- 1) Any regular Employee changing positions covered by this AGREEMENT must successfully complete a review period of 90 days before being regularly appointed to the position.
- 2) A regular Employee transitioning into a new position with CTS shall have the opportunity to return to his/her previous classification during his/her 90-day review period without prejudice, loss of seniority, or gap in service.
- 3) Periods of leaves of absence of 80 cumulative hours or more shall not be included in computing the time for completion of review periods. Review periods may be extended by mutual consent of CTS and the UNION.
- 4) Employees will continue to bid on work assignments within his/her right-of-return job classification during the review period.

Section 3.11 Short-Term Assignments

A. A short-term assignment is a one-time assignment granted to an Employee with a definite end date, unless mutually extended and agreed upon by CTS, the Employee, and the UNION. A short-term assignment shall not exceed six months. Anything beyond six months shall be considered regular and all seniority shall be lost, except for the purposes of layoff.

B. Where a vacancy occurs in any CTS position which is to be filled by a short-term assignment, Employees who are capable and desirous of doing the work shall be given first consideration before any outside help is employed. Among Employees seeking any such position, seniority shall be one of the considerations in the selection for a short-term assignment. The decision shall be based upon an equal consideration of any skills, special training, education, or experience evident among interested Employees, as it applies to each assignment.

C. The use of Community Service Workers will be permitted for grounds maintenance duties. All work will be performed under the supervision of Maintenance Department personnel.

D. All work performed on a regular daily basis outside of the job classification shall constitute the basis for a request for revision to the job description and/or upgrading of the position.

Section 3.12 Use of Personal Vehicle

CTS will reimburse any Employee for the use of his/her personal vehicle at the adopted mileage rate for business conducted on behalf of CTS.

Section 3.13 Training

CTS recognizes the need for ongoing optional training programs which allow an Employee to become better qualified for his/her present work assignments and/or advancement and may provide reimbursement for tuition or other training associated costs, provided that such training is pre-approved by CTS. In the case of training for purposes of advancement, CTS shall hold a recruitment. The selection of the candidates will be based on the qualifications, experience, and training as it relates to the requirements of the advancement.

Section 3.14 State Industrial Insurance Program

CTS agrees to assign light/modified duty, if available, to those Employees who would otherwise be absent due to illness or injury which is covered by Washington State Industrial Insurance. CTS reserves the right to self-insure in place of the State Industrial Insurance Program.

Section 3.15 Medical Examinations

A. An Employee may be required by CTS to undergo medical examinations to determine his/her physical and mental fitness to perform the work of the classification in which s/he is employed. CTS shall notify the Employee of the reason for the examination. Such medical examination shall be at no expense to the Employee. The Employee will receive the applicable rate of pay for the time required for the examination. The results of the examination shall be furnished to the Employee upon the Employee's request.

B. Determination of physical or mental fitness will be by a physician designated by CTS. If requested by the Employee, the examination will be conducted by a physician of the same sex as the Employee. The physician will be provided a description of the work to be performed by the Employee and its physical parameters.

C. Before an Employee may be disciplined, demoted, suspended without pay, or discharged for medical reasons, a second opinion will be provided at CTS's expense.

D. If CTS disciplines, demotes, suspends without pay, or discharges the Employee because of the results of the medical examination, such action shall be subject to the grievance procedures as described in Article 7 - Grievances and Arbitration.

ARTICLE 4 SENIORITY

Section 4.1 Definitions

A. Seniority shall be under the jurisdiction of the UNION. All questions pertaining to seniority shall be directed to the UNION.

B. Any Employee who terminates from CTS due to resignation, discharge for just cause, layoff, or retirement, shall lose all seniority, unless otherwise provided in this AGREEMENT.

C. If more than one person is assigned the same Seniority Date, placement on the seniority list shall be determined on the basis of the date and time of the application for employment.

D. Seniority (date) may be used by a qualified Employee who has been laid off, to spend the 24-month recall period working in a "Guest Classification."

E. *Classification Seniority:* An Employee's aggregate service in a classification in which the Employee has achieved regular status commencing upon the Employee's first date of appointment to the classification and including all time employed in that classification. If the date of appointment to the classification is the same for any two or more Employees, the Seniority Date shall determine the classification seniority.

Section 4.2 Certified Seniority List

A. The UNION agrees to provide CTS with certified seniority lists showing name(s), job classification, Seniority Date, and Anniversary Date for shift bids, rebids, and layoffs. CTS shall provide an up-to-date list of all new hires and job classification changes to the UNION showing hire date, job classification, application date, and time of application for those hired on the same day. The UNION will provide to CTS, an explanation of any changes appearing on these lists.

B. The UNION shall post a copy of the seniority list, as certified by the UNION, as soon as possible upon revision due to personnel changes.

C. The UNION agrees to hold CTS harmless for any seniority-based discrepancies due to errors in the certified seniority list provided by the UNION.

Section 4.3 Non-represented Appointments

An Employee moving to a non-represented position shall retain his/her seniority during the first 90 days in such positions and shall suffer no loss of seniority if/s/he returns to a represented position within that time.

ARTICLE 5 LAYOFFS AND RECALL

Section 5.1 Determination and Order of Layoff

A. CTS, at its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, Employees in the affected classification will be laid off in inverse classification seniority order. CTS will inform the UNION of potential layoffs 45 days or more in advance in order to allow the PARTIES to investigate whether Employees scheduled for layoff may continue to be employed by CTS in either a Guest Classification or other positions.

B. *Guest Classification:* The classification that the Employee has worked in previously as a regular Employee, prior to promotion or transfer.

C. Seniority as defined for layoffs and recall shall be the length of an Employee's continuous service, commencing with the date of hire at any location by CTS. The job being relatively equal, seniority shall govern in layoffs and recall to the bargaining unit. Layoffs resulting through a reduction-of-forces will not be considered as a break in continuous service if it does not exceed six months. Layoffs shall be conducted in inverse order of seniority. Recall shall be conducted in order of seniority.

Section 5.2 Guest Classification

A. If an Employee receives a written layoff notice, s/he MAY choose to exercise his/her job class seniority (Anniversary Date) and move to a Guest Classification in which s/he had previously attained regular status. Regular status is defined in Article 3 - General Conditions, Section 3.10. Notice of intent to transfer to a Guest Classification must be made in writing within 96 hours of receiving the written notice of layoff.

B. While working in the Guest Classification, all provisions of Article 5 - Layoffs and Recall apply, except as provided for in Article 21 - Lead Maintenance Worker, Section 21.9, and Article 22 - Lead Mechanic, Section 22.9. The 24-month recall period continues to run.

C. The Employee's classification seniority in the Guest Classification will be set based on the length of employment in regular status in the classification to which s/he is transferring.

If a subsequent layoff occurs in the Guest Classification, such Employee will be laid off based on his/her agency seniority.

D. If such Employee is laid off in his/her Guest Classification, s/he will be placed on the recall list for both his/her original classification and his/her Guest classification during the original 24-month recall period. If the Employee receives a recall to his/her Guest Classification, s/he is still considered a guest within that classification. All provisions of Article 5- Layoff and Recall apply.

E. If while working in his/her Guest Classification, the Employee is recalled to his/her regular classification, the Employee MUST return to said classification, regardless of shift times, part-time, full-time, or days off as per Section 5.2, Paragraph F. If a recall occurs in the Guest Classification, those Employees recalled will be placed above the Guest Employee in seniority order until the Guest Employee reaches his/her classification seniority. Both the Guest Employee and those Employees on the recall list will earn classification seniority throughout the 24-month recall period.

F. If the recall period ends before the Employee in a Guest Classification is recalled back to his/her regular classification, the Employee loses all claims to that position. The Employee's classification seniority in the Guest Classification is then locked in place and the guest Employee will have attained regular status in his/her new classification.

Section 5.3 Recall from Layoff Status

A. Any Employee who is laid off shall be placed on a recall list for a period of 24 months. If there is a recall, any Employee who is still on the recall list shall be recalled, in the inverse order of his/her layoff, provided such Employee is presently qualified to perform the work in the job classification to which s/he is recalled. While working in the Guest Classification, all provisions of this Article apply. The 24-month recall period continues to run.

B. It is the responsibility of the Employee to keep on file with CTS; his/her current address and telephone number where he/she can be reached in the event of a recall. Employees recalled to duty will respond as quickly as possible, but in no event, later than 15 calendar days from the date the written notice of recall has been sent to the Employee. If any Employee does not report for duty within 15 calendar days, s/he shall be considered out of service and shall have his/her name removed from the seniority roster.

C. CTS shall not hire new Employees in bargaining unit positions as long as there is still an Employee on the recall list who is qualified to perform the work in the affected job classification and is willing to be recalled to said classification.

D. Any Employee who is eligible for recall shall be given 21 calendar days' notice of the recall and the notice of the recall shall be sent to the Employee by certified mail with a copy to the UNION, provided that the Employee must notify the General Manager of the Employee's intention to return within 14 days after receiving notice of recall. CTS shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide CTS with the Employee's latest mailing address.

E. If an Employee's failure to report for work when recalled from layoff is on account of illness or injury, the Employee may retain his/her seniority and recall rights if the Employee has notified CTS by registered mail and such notification is received prior to the deadline for reporting to work. It is recognized that CTS may require verification of the illness or injury. If the verification is not submitted promptly to CTS, the loss of seniority and recall rights shall stand.

F. An Employee on layoff who has been offered reappointment and refused such reappointment to the classification from which s/he had been laid off shall be removed from the recall list and terminated.

Section 5.4 Benefit Accrual

No benefits will accrue to an Employee during a layoff.

ARTICLE 6 DISCIPLINE

Section 6.1 Just Cause

CTS and the UNION agree with the fundamental notion that Employees who face discipline have a right to confront his/her accuser, to be disciplined only for just cause, and to have due process rights to challenge unwarranted discipline. No Employee will be disciplined except for just cause. Disciplinary actions involving oral reprimands, written reprimands, suspension, and/or discharge are subject to the grievance procedure outlined in this AGREEMENT.

Section 6.2 Work Rules

CTS's "Employee Manual," as it applies to all Employees, and as agreed upon by both PARTIES, will specify rules and policies, provided such rules and policies are not in conflict with the provisions of this AGREEMENT or with applicable laws. CTS may prepare, issue, and enforce rules and safety regulations necessary for the safe, orderly, and efficient operation of its affairs. A copy of the "Employee Manual" will be distributed to all Employees. The "Employee Manual" shall be replaced upon request of the Employee.

Section 6.3 Meeting Notification

When an immediate supervisor wants to discuss an existing or potential disciplinary matter that may result in a written reprimand, suspension, or discharge with an Employee, s/he shall notify the Employee in writing of the purpose and time limitation for having the meeting. CTS will take the Employee's work schedule into account when making the request. Any Employee required to meet with his/her immediate supervisor shall be paid for all time spent with the immediate supervisor. CTS will also advise the Employee that he/she may have a shop steward present at such proceedings.

Section 6.4 Notification of Discipline

CTS retains the right to discipline Employees who fail to comply with its published rules and policies. All written discipline must be issued to the Employee within 14 calendar days of CTS's first knowledge of such infraction(s), except where there is an ongoing investigation. Notification to the Employee and the UNION prior to the 14-calendar day limit of an ongoing investigation will automatically extend the period to 30 workdays.

Section 6.5 Prior Infractions

In imposing suspension and/or discharge, CTS will not take into account any prior caution or verbal reprimand infractions of its published rules and policies which occurred more than 12 months previously. CTS may take into account suspension(s) and/or discharges for the preceding 24 months. Written reprimands may be taken into account for the preceding 18 months for violations or offenses of similar or like nature, otherwise the written reprimand for an infraction occurring more than 12 months previously will not be taken into account. The Employee's traffic record will be taken into account for the preceding 36 months.

Section 6.6 Wrongfully Suspended or Discharged

A. If, within 45 days of a discharge, or 180 days of a suspension, grievance procedures notwithstanding, it is mutually determined by both PARTIES that an Employee was completely blameless of charges regarding the offense, s/he shall be reinstated to his/her

former position without loss of seniority or accruals and will be paid wages lost as though s/he had not been suspended or discharged. No entry shall be made on the Employee's record of such suspension or discharge.

B. If, however, within 45 days of a discharge, or 180 days of a suspension, grievance procedure notwithstanding, it is found that the Employee in question was not completely blameless, the PARTIES may mutually agree upon a reduction of the penalty and upon what, if any, portion of the wages s/he would have earned should be restored to him/her.

Section 6.7 Probationary Employees

The discipline of a probationary Employees is the sole responsibility of CTS. Any probationary Employee, whose performance is not satisfactory in the judgment of CTS, may be discharged. Discharges during the probationary period are not subject to the grievance and/or arbitration procedures in this AGREEMENT; however, the Employee will, upon request, have the right to a termination review. The termination review must be requested within 15 calendar days of the notification of discharge. CTS will schedule the termination review and respond to the UNION, in writing, within a reasonable time.

ARTICLE 7 GRIEVANCES AND ARBITRATION

Section 7.1 Purpose

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operations of CTS.

Section 7.2 Definition of Grievance

For the purpose of this AGREEMENT, a "grievance" is defined as a claim by an Employee that the terms involving the interpretation, application, or alleged violation of any provision of this AGREEMENT, including the CTS Employee Manual, Extra Board Rules, and any applicable letters/memorandums of understanding have been violated and/or a dispute exists. Grievances shall be processed in accordance with the following procedures and within the stated time limits.

Section 7.3 Reduce to Writing

In the event a grievance arises, it shall be reduced to writing and specify the act or event being grieved, the date of the occurrence, the identity of the Employee filing the grievance, the provisions of the AGREEMENT that allegedly have been violated, and the remedy sought. It will be handled in the following manner, except that grievances pertaining to the discharge of an Employee shall be processed in accordance with Section 7.7.

Section 7.4 Time Limits and Forfeitures

A. All grievances shall be processed in a timely manner. If a time limit, as defined in this Article, falls on a Saturday, Sunday, or holiday as specified in Article 13 - Holidays, the time limit will be extended until 5:00 p.m. on the following business day. For purposes of this Article, "business days" shall mean Monday through Friday. Defined time limits in this Article may be extended by a written agreement between the PARTIES.

B. If CTS breaches any of the time limitations within this Article, the UNION will send a written notice requiring CTS to respond within seven calendar days of their intent to continue in the grievance process. If CTS fails to respond to the UNION within the seven-calendar days' notice period, the grievance shall be resolved in the UNION's favor.

C. If the UNION breaches any of the time limitations within this Article, CTS will send a written notice requiring the UNION to respond within seven calendar days of their intent to

continue in the grievance process. If the UNION fails to respond to CTS within the seven-calendar days' notice period, the grievance shall be considered closed and withdrawn.

D. Any forfeiture or resolution of a grievance due to violations of the time limitations within this Article does not constitute any merit of the case or establish any precedent.

E. This forfeiture provision does not apply to discharge cases. If the UNION fails to move the grievance to the next step by the deadline or notify CTS of its intent to not pursue the grievance, CTS will send a written notice requiring the UNION to respond or withdraw within 30 calendar days of the notice.

Section 7.5 Employee Work Time

Time spent by Employees adjusting grievances and/or pursuing arbitration is not working time and shall not be compensated. However, if a grievance hearing is held during the Employee's normal working hours, the Employee will not suffer a loss in compensation. Grievances shall be heard during management's normal working hours unless stipulated otherwise by both PARTIES.

Section 7.6 Steps in the Grievance Procedure (Non-Discharge)

Employees are encouraged to meet, whenever possible, with supervisors and/or UNION representatives to discuss their claim that a violation has occurred, prior to filing any grievance. If an Employee initiates such a conversation, the deadline to file a grievance on his/her claim shall automatically be extended for an additional 15 calendar days beyond the deadline specified in Step 1 and Section 7.7 below. The purpose of this extension is to allow the PARTIES the necessary time to gather and share information, as needed, to facilitate a resolution without the need to file a formal grievance. This process does not waive the UNION's right to file a grievance if no resolution is reached.

Step 1:

a) If the grievant Employee is not satisfied with the solution of the supervisor and/or UNION representative, the grievant Employee shall present the grievance within 15 calendar days of its alleged occurrence or date of knowledge to the Employee's immediate supervisor. The grievance shall include:

- 1) Statement of the grievance and relevant facts;
- 2) Specific provision(s) of the AGREEMENT violated, and
- 3) Remedy sought.

b) The immediate supervisor shall schedule a hearing with the Employee and a Shop Steward/UNION Officer, unless UNION representation is waived in writing by the Employee, within 15 calendar days after receipt of the grievance. Both the Employee and the Employee's immediate supervisor have the option of requiring the inclusion of UNION representation at any point in the grievance procedure. CTS shall, within 10 calendar days after the meeting, notify the UNION of its decision by fax and/or in writing.

Step 2:

If the UNION President/Business Agent/designee determines that the grievance has merit and the requested remedies were not granted, it may be referred to Step 2. Such referral must be in writing to the General Manager/designee within 15 calendar days from the receipt of the immediate supervisor's response. The General Manager/designee shall schedule a hearing with the Employee and the UNION Business Agent/designee in writing within 10 calendar days from receipt of the grievance at Step 2.

Section 7.7 Steps in the Grievance Procedure (Discharge)

Step 1:

- a) Within 15 calendar days of the written notice of discharge, the Employee shall present the written grievance to his/her supervisor/designee, or if his/her immediate supervisor/designee is unavailable, then to any supervisor/designee.
- b) The Employee's Department Manager/designee shall meet with the Employee and, unless UNION representation is waived in writing by the Employee, the UNION Business Representative/designee, within 15 calendar days after receipt of the grievance to discuss the grievance. The meeting may be held at a later date by mutual agreement of the PARTIES.
- c) CTS shall, within 10 calendar days after the meeting, notify the UNION of its decision by fax and/or in writing. Under no circumstances will CTS be relieved of the obligation to issue a written decision and if the deadline has been missed, CTS must issue the decision within five calendar days of being notified of the missed deadline. Failure to comply with the 10-calendar day response deadline shall result in an additional day of back pay to the Employee for each day that CTS's response is late. This additional back pay shall be paid only in the event that an arbitrator returns the discharged Employee to work.
- d) If after receiving CTS's response, the UNION Business Representative/designee determines that the grievance has merit, it may be referred to Step 2 within 15 calendar days of such notification. Such referral must be in writing.

Step 2:

- a) The grievance shall be presented to the General Manager/designee. Thereafter, the Employee and UNION Business Representative/designee will meet with the General Manager/designee for the purpose of resolving the grievance. The meeting shall be held within 30 calendar days after receipt of the Step 2 referral, unless a later date is mutually agreed by the PARTIES.
- b) A written decision shall be sent to the UNION within 10 days after the meeting. Under no circumstances will CTS be relieved of the obligation to issue a written decision, and if the deadline has been missed, CTS must issue the decision within five calendar days of being notified of the missed deadline. Failure to comply with the 10-calendar day response deadline shall result in an additional day of back pay to the Employee for each day that CTS's response is late. This additional back pay shall be paid only in the event that an arbitrator returns the discharged Employee to work.
- c) If after receiving CTS's Step 2 response and no agreement can be reached at Step 2, the UNION Business Representative/designee may appeal to arbitration by notifying the General Manager/designee in writing. Such referral must be sent by registered mail, certified mail, or fax within 60 calendar days after the UNION receives the Step 2 decision.

Section 7.8 Arbitration

If no agreement can be reached at Step 2, the UNION President/ Business Representative/designee may appeal to arbitration by notifying the General Manager/designee in writing. Such referral must be sent by certified mail within 60 days after the UNION receives the Step 2 decision. The grievance as set forth in writing in Step 2 may be submitted to an arbitrator in accordance with the following procedures:

A. A list of eight impartial arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS). Both PARTIES shall meet, and each shall strike a name until an arbitrator is selected. The UNION will contact the arbitrator to determine his/her availability and will be responsible to schedule all requested arbitrations.

B. If the PARTIES determine that an arbitrator is unacceptable and should be removed from the list, that arbitrator shall issue any outstanding decisions, but shall not be scheduled for more arbitrations.

C. When the rotating list of arbitrators is reduced below 8 names, the PARTIES must mutually select replacement arbitrators, within 10 calendar days after receipt of the FMCS arbitrators' list. The name(s) of the newly appointed arbitrator(s) shall be placed at the bottom of the list.

D. All meetings and hearings under this procedure shall be kept informal and private and shall include only such parties in interest and/or designated representatives. The arbitrator shall render a decision within 30 calendar days from the date of the formal hearing. The power of the arbitrator shall be limited to interpreting this AGREEMENT and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this AGREEMENT. The decision of the arbitrator within these stated limits shall be final and binding on both PARTIES.

E. Expenses for the arbitrator's services and the proceedings shall be borne equally by the PARTIES. However, each PARTY shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either PARTY desires a record of the proceedings, it shall solely bear the cost of such record.

F. The PARTIES agree to attend a pre-arbitration conference no later than 30 calendar days before a scheduled arbitration. The purpose of this conference shall be to discuss and narrow issues, explore settlement, prepare a submission agreement if no settlement agreement is reached, and to treat other matters relevant to the arbitration proceeding. Thereafter, should either PARTY cancel within five working days of the scheduled arbitration date, the canceling PARTY shall pay cancellation costs charged by the arbitrator and opposing counsel.

G. There shall be no strike or lockout on any matter submitted to arbitration.

Section 9. Location of Meetings

Unless otherwise mutually agreed upon by both PARTIES, all meetings referenced in this Article shall occur at CTS's Administration Building.

ARTICLE 8 WAGES

Section 8.1 Hourly Wages

A. The hourly wages for Employees shall be in accordance with the schedules below. For the purposes of placing Employees on the wage scale, any of the wage steps may be waived prior to or during the probationary period if, in the judgment of CTS, the experience and training/education of the prospective candidate or Employee warrants such action. All Employees employed with CTS on or after January 1, 2018, will be paid wages retroactively from his/her Seniority Date or January 1, 2018, whichever is later, in accordance with the pay rates listed in Sections 8.2, 8.4, 8.5, and 8.6A.

B. The CTS will process payroll and pay Employees every other week.

Section 8.2 Wage Tables

A. Tables

FIXED-ROUTE DIVISION						
Fixed-route Dispatcher (115% of Operator)						
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
1/1/2018		\$ 23.27	\$ 24.73	\$ 26.18	\$ 27.64	\$ 29.09
1/1/2019		24.03	25.53	27.03	28.53	30.04
1/1/2020		24.75	26.30	27.84	29.39	30.94
Fixed-route Dispatcher Relief (110% of Operator-Not a Job Classification)						
1/1/2018		22.26	23.65	25.04	26.44	27.83
1/1/2019		22.98	24.42	25.86	27.29	28.73
1/1/2020		23.67	25.15	26.63	28.11	29.59
Fixed-route Transit Operator						
1/1/2018	\$ 15.18	20.24	21.50	22.77	24.03	25.30
1/1/2019	15.67	20.90	22.20	23.51	24.81	26.12
1/1/2020	16.14	21.52	22.87	24.21	25.56	26.90
Clerk (Shared)						
1/1/2018		16.55	17.59	18.62	19.66	20.69
1/1/2019		17.09	18.16	19.23	20.30	21.37
1/1/2020		17.60	18.71	19.81	20.91	22.01

PARA TRANSIT DIVISION						
Paratransit Dispatcher (115% of Operator)						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1/1/2018	16.71	17.76	18.80	19.85	20.89	21.94
1/1/2019	17.38	18.47	19.55	20.64	21.73	22.81
1/1/2020	18.08	19.21	20.34	21.47	22.60	23.73
Paratransit Scheduler (115% of Operator)						
1/1/2018	16.71	17.76	18.80	19.85	20.89	21.94
1/1/2019	17.38	18.47	19.55	20.64	21.73	22.81
1/1/2020	18.08	19.21	20.34	21.47	22.60	23.73
Scheduler/Dispatcher Relief (110% of Operator-Not a Job Classification)						
1/1/2018	15.99	16.99	17.99	18.98	19.98	20.98
1/1/2019	16.63	17.67	18.70	19.74	20.78	21.82
1/1/2020	17.29	18.37	19.45	20.53	21.61	22.69
Paratransit Operator						
1/1/2018	14.53	15.44	16.35	17.26	18.17	19.08
1/1/2019	15.11	16.06	17.00	17.95	18.89	19.84
1/1/2020	15.72	16.70	17.68	18.67	19.65	20.63
Customer Service Representative						
1/1/2018	13.08	13.89	14.71	15.53	16.35	17.16
1/1/2019	13.60	14.45	15.30	16.15	17.00	17.85
1/1/2020	14.33	15.03	15.91	16.80	17.68	18.56

MAINTENANCE DIVISION						
Lead Mechanic (115% of Mechanic)						
	Step 1	Step 2	Step 3	Step 4	Step 5	
1/1/2018	25.04	26.61	28.17	29.74	31.30	
1/1/2019	26.08	27.71	29.35	30.98	32.61	
1/1/2020	26.87	28.55	30.23	31.90	33.58	
Lead Maintenance Worker (115% of Maintenance Worker)						
1/1/2018	22.09	23.47	24.85	26.23	27.61	
1/1/2019	23.04	24.48	25.92	27.36	28.80	
1/1/2020	23.96	25.46	26.96	28.45	29.95	
Mechanic						
1/1/2018	21.77	23.14	24.50	25.86	27.22	
1/1/2019	22.68	24.10	25.52	26.94	28.35	
1/1/2020	23.36	24.82	26.28	27.74	29.20	
Maintenance Worker						
1/1/2018	19.21	20.41	21.61	22.81	24.01	
1/1/2019	20.03	21.29	22.54	23.79	25.04	
1/1/2020	20.84	22.14	23.44	24.74	26.04	
Clerk (Shared)						
1/1/2018	16.55	17.59	18.62	19.66	20.69	
1/1/2019	17.09	18.16	19.23	20.30	21.37	
1/1/2020	17.60	18.71	19.81	20.91	22.01	
Custodian						
1/1/2018	15.38	16.35	17.31	18.27	19.23	
1/1/2019	15.88	16.88	17.87	18.86	19.86	
1/1/2020	16.36	17.38	18.41	19.43	20.45	

B. When an Employee is working in a relief position during a week in which a holiday occurs, as defined in Article 13- Holidays, the Employee will be compensated at his/her current wage for the holiday when not working the holiday.

Section 8.3 Pay Step Definitions

Pay steps for all Employees will progress as follows in accordance with the definitions.

Step No.	Step Title		Definition of Step
Step 0	Fixed-route Transit Operator Only	Training Rate	New hires in training as a Fixed-route Transit Operator for the purpose of obtaining a class B commercial driver's license (CDL) with a passenger endorsement and airbrake restriction removed, are not covered by this AGREEMENT and are therefore not eligible for any benefits provided in this AGREEMENT, except as required by statute. Employees, as defined by this AGREEMENT, training to obtain a class B CDL with a passenger endorsement and air-brake restriction removed, will be compensated and receive benefits in accordance with this AGREEMENT.
Step 1	Hire date – Last Day of Probation		Applies to a new Employee up to and including the last day of the probationary/right to-return period.
Step 2	First Day After End of Probation - 1 year		Applies from the day after the last day of the Employee's probationary/right-to-return period until the day prior to the Employee's first anniversary in the job classification.
Step 3	1 year - 2 years		Applies from date of the Employee's first anniversary in the classification until the day prior to the Employee's second anniversary in the job classification.
Step 4	2 years - 3 years		Applies from the date of Employee's second anniversary in the classification until the day prior to the Employee's third anniversary in the job classification.
Step 5	Over 3 years		Applies from the date of Employee's third anniversary in the job classification.
Step 6 Paratransit Division Only	Over 4 years		Applies from the date of the Paratransit Employee's fourth anniversary in the job classification.

If an Employee is initially placed at a step other than the lowest step of the classification, subsequent step increases shall occur on his/her job classification Anniversary Date.

Section 8.4 Instructors' Pay

An Employee performing an assignment directly related to the Instructor's duties for his/her peers shall receive 110% of his/her base wages for each hour of instruction or part thereof. Assignments include preparation for classroom instruction, curriculum development, COL instruction, classroom instruction, on-road training, and route familiarization.

Section 8.5 Transition Between Classifications

A. An Employee performing work in a position for the purpose of relief shall be compensated at no less than their current wage rate, or if performing in a position of greater compensation, he/she shall be compensated at the wage of the higher paid position at the equivalent step of his/her current position.

B. An Employee who is appointed from a lower paid classification to a higher paid classification shall be placed at the lowest step in the wage range of the new position which provides a minimum of a 2% increase in pay.

C. An Employee who is appointed from a higher paid classification to a lower paid classification shall be placed at the highest step in the wage range of the new position which does not result in a wage increase.

Section 8.6 ASE Incentive Compensation - Mechanics

A. Lead Mechanics and Mechanics successfully completing certified transit-specific National Institute for Automotive Service Excellence (ASE) testing and qualifying for certification shall be additionally compensated at \$0.30 per hour worked for each certification beginning on the date of certification and up to a total of eight categories as defined in Paragraph D, below.

B. Lead Mechanics and Mechanics are expected to study or prepare for tests and recertifications on non-paid time.

C. CTS shall reimburse the Employee for each complete certification up to a total of eight as defined in Paragraph D below.

D. Certifications are defined as follows:

H2	Diesel engines	H6	Electrical/electronic systems
H3	Drive train	H7	Heating, ventilation, and air-conditioning
H4	Brakes	H8	Preventative maintenance and inspection
H5	Suspension and steering	H9	Alternative fuels

E. In order for Employees (Mechanics) to continue to receive any compensation premium for ASE Certification, the Employee must provide authentic proof of completed recertification within 30 calendar days of the expiration date or compensation shall be revoked.

ARTICLE 9 HEALTH INSURANCE PROGRAMS

Section 9.1 Healthcare Programs Defined

A. CTS agrees to provide a medical insurance program (that includes prescription and vision coverage), a dental insurance program, a confidential employee counseling service, a long-term disability program, and a life insurance program covering Employees. The medical and dental benefits *offered* under these programs at a minimum shall be comparable to the Uniform Healthcare Plan (UMP) plans offered by the Public Employees Benefits Board (PEBB).

B. All premiums shall be made by payroll deduction, if applicable. Any changes to Employee healthcare contributions as a result of this AGREEMENT, will be effective the first of the month following the date of ratification of this AGREEMENT.

Section 9.2 Eligibility

Each full-time, part-time, and Extra Board Employee is eligible for healthcare coverage provided s/he meets the specific plan requirements and pays his/her share of premiums/contributions.

Section 9.3 Medical and Dental Programs

A. Employees may choose from among the health plan options offered by the provider selected by CTS and will pay the difference between the cost of the plan option selected and CTS's share for the basic health plan option. CTS shall provide a schedule of health plan options and their respective costs at the start of any enrollment period.

8. CTS agrees to pay 100% of the premium for Employee coverage and 75% of the premium for the dependent coverage for full-time Employees. For coverage of part-time Employee dependents, CTS and the Employee shall each pay 50% of the dependent premium cost.

C. In accordance with Section 5 of this Article, Employees may waive medical insurance and the designated amount will be deposited into his/her HRA account by CTS.

Section 9.4 Long-term Disability and Life Insurance Programs

CTS agrees to provide basic long-term disability (LTD) and basic life insurance for benefits-eligible Employees through the Washington State Health Care Authority (HCA) or the HCA's third-party administrator. When offered, a benefit-eligible Employee may elect optional coverage at the Employee's expense.

Section 9.5 Health Reimbursement Account (HRA)

A. CTS will sponsor a HRA administered by a trustee.

8. **Waiving Medical Insurance:** Any Employee electing to waive medical insurance for him/herself and any qualifying dependents will be required to provide evidence of qualified comprehensive group medical insurance. This election cannot be changed until the next annual open enrollment or a qualifying event occurs that results in new enrollment eligibility for waived individuals. For an Employee waiving medical insurance for his/herself or a qualifying dependent, the designated amount will be deposited into his/her HRA account each month as follows:

Individuals Waiving CTS-Offered Medical Coverage

Employee Only	\$150	Employee and Spouse	\$200
Spouse Only	\$100	Employee and Child(ren)	\$250
Child(ren) Only	\$100	Employee and Family	\$300
Spouse and Child(ren)	\$150		

C. **Longevity HRA Contributions:** Any Employee who has worked continuously for CTS on or after January 1, 2018, will receive the following contributions to his/her HRA retroactively from his/her Seniority Date or January 1, 2018, whichever is later:

Beginning of the:	CTS Contribution Rate Per Hour:
5th year	\$0.15
10th year	\$0.20
15th year	\$0.45
20th year	\$0.75
25th year	\$0.85
30th year	\$0.95
33rd year	\$1.05
35th year	\$1.15

Section 9.6 Supplemental Post-employment Healthcare Benefit Program

A. Effective January 1, 2007, the Supplemental Post-employment Healthcare Benefit Program (SPHBP) and any formal subsequent amendments to this document, define this benefit and its administration. Language in the SPHBP is deemed to control in the case of any conflict or interpretation of this AGREEMENT.

B. Effective January 1, 2007, each Employee will accrue 1 month of Healthcare Insurance Coverage Credit (HICC), for every 6 full months of PERS service credit, up to a maximum of 60 months of coverage credit. Employees hired on or after July 1, 2007 and have 10 years of continuous service (inclusive of any periods of paid or unpaid leave), upon separation from CTS, are eligible for this benefit.

C. A coverage credit can be converted into either of the following non-taxable benefits:

- 1) Reimbursement of premiums paid for post-employment medical coverage for the Employee under the Premium Reimbursement Plan through the SPHBP; or
- 2) Funding for reimbursement of healthcare expenses for post-employment expenses.

D. The following benefit options are available, based upon the Employee's age at the time of separation:

- 1) Age 65 or older, will receive a lump-sum amount added to his/her HRA for each HICC equal to the lesser of:
 - a) \$300 per month; or
 - b) the monthly premium for an individual under the PEBB's Plan E Medi-gap policy during the calendar year of separation.
- 2) Under age 65, beginning the first of the month following the date of separation, the lesser of:
 - a) \$300 per month;
 - b) Actual cost of the premium paid to a single health provider; or
 - c) If the Employee is a Medicare-eligible participant, the cost per month under the PEBB's Plan E Medi-gap policy as of January 1 of the plan year.

E. If an Employee fails to elect immediate redemption, then the HICC will be deferred and redeemed in January of the calendar year following the Employee's 65th birthday. At any time up to age 65, an Employee may submit qualifying insurance premiums for reimbursement through the SPHBP. Any remaining, unused credits will automatically be paid to the Employee's HRA in January of the following year of the Employee's 65th birthday.

ARTICLE 10 RETIREMENT PLANS

Section 10.1 Retirement Plan

A. CTS agrees to contribute to the Public Employees' Retirement System (PERS), the state-mandated amount for each eligible Employee.

B. If the PERS employer contribution falls below 9.9%, the difference will be added to the 401 (a) Plan. Employees' 401 (a) contributions begin on the first payday after six months have elapsed from the hire date. PERS and 401 (a) Plan documents control all provisions relating to administration, vesting, distribution, and investment choices, except the contribution rates as specified above.

Section 10.2 Voluntary Retirement Plan

Any Employee may contribute to a CTS sponsored 457 Deferred Compensation Plan starting on his/her Seniority Date. The maximum amount that an Employee may contribute will be controlled by statute and the 457 Plan documents.

ARTICLE 11 GENERAL LEAVE

Section 11.1 Accrual of General Leave

This accrual rate will apply to all paid hours.

Years of Continuous Service	Hourly Accrual Rate
Less than 1 year	0.037
Beginning of 2nd year	0.050
Beginning of 4th year	0.056
Beginning of 6th year	0.067
Beginning of 8th year	0.073
Beginning of 10 th year	0.079
Beginning of 12th year	0.085
Beginning of 14th year	0.090
Beginning of 16th year	0.094
Beginning of 18th year	0.098
Beginning of 20th year	0.102
Beginning of 23rd year	0.106
Beginning of 26th year	0.110
Beginning of 29th year	0.115
Beginning of 32nd year	0.120
Beginning of 35th year	0.125

Section 11.2 Eligibility

Every Employee shall be eligible to take accrued General Leave after completing three months of employment. However, each Employee shall start to accumulate General Leave as of his/her Seniority Date.

Section 11.3 Maximum Accrual

When an Employee's maximum General Leave accrual of 680 hours has been reached, the cash value of any General Leave earned will be deposited into the Employee's HRA account.

Section 11.4 Separation from Employment

A. An Employee with 8 or more hours of accrued General Leave on his/her last day of employment with CTS shall receive 100% of the cash value of that leave deposited into the Employee's HRA account.

B. If an Employee gives written notice to agree voluntarily to separate from employment with CTS, such Employee will be granted a leave of absence ending on the agreed separation date. The Employee will use his/her accrued General Leave at a minimum of 22.5 hours per week for the first 4 weeks, then a minimum of 35 hours per week until the leave is gone or until the date of separation, whichever is earlier. This leave of absence will be with pay and benefits. Any remaining General Leave accruals will be deposited into the Employee's HRA account.

Section 11.5 General Leave Selection

General Leave shall be selected as follows:

A. General Leave/Prime Pick, once approved, cannot be cancelled by CTS unless the Employee fails to keep enough leave in their bank to cover his/her request.

B. General Leave will not be taken in increments of less than 2.5 hours unless the Employee:

- 1) Has filed a claim under the Labor and Industries regulations for on-the-job injury or illness; or
- 2) Does not have to be replaced in order to be relieved from the assigned work.

C. Employees who ask for General Leave of less than 2.5 hours and have to be replaced, shall be charged 2.5 hours.

D. The maximum hours of General Leave that can be taken in any one day will be the scheduled work for that day less time worked. The minimum hours of General Leave that can be taken in any one day will be the scheduled work for that day or eight hours, whichever is less.

E. Only the Extra Board is able to take General Leave that will be counted towards overtime in minimums of 2.5 hours per day or up to the maximum of the piece of work assigned for that day, not to exceed 40 hours per week.

F. Employees will be permitted to pick only one part in a prime General Leave period. The UNION shall determine the prime periods and inform CTS of its determination before January of each year.

G. The number of Employees on General Leave at any one time shall be regulated by CTS. No later than January 1 of each year, CTS shall inform the UNION of the number of Employees allowed off by date range for the upcoming year.

H. A leave request is defined as one early off, late on, date off, or series of consecutive days off.

I. General Leave requests will be granted only if the Employee making the request has a leave balance which, with projected accruals, would be sufficient to cover the entire leave request. The leave balance projection will be made based on accruals to the last day of the payroll period preceding the leave period using the current Employee's bid and accrual rate.

J. CTS reserves the right to cancel any approved leave request when there is an insufficient leave balance to cover the total leave period. In such cases, the Employee will be given written notification.

K. Pre-approved leave must be canceled no later than 3:00 p.m. on the workday prior to the approved day(s) off. During Prime Pick, approved leave must be canceled no later than 3:00 p.m. on the Thursday prior to the next workweek if approved leave is for the entire workweek/bid shift.

Section 11.6 Emergency Use of General Leave

A. Emergency General Leave with pay may be granted for the following reasons:

- 1) An Employee's own illness or injury, care of his/her spouse or partner, children/stepchildren or spouse/partner's children/stepchildren, or care of his/her or spouse/partner's parents or grandparents.
- 2) Quarantine by a public health official.
- 3) Because of illness, injury, or disability to or death of any person with whom the Employee has had a close personal relationship that requires the presence of the Employee. Leave for such reason shall be limited to three days in any one instance, unless it can be demonstrated to the General Manager or designee that additional time is necessary by reason of travel distance. In such case, up to five days may be authorized. Unique situations may be considered under Article 15 - Miscellaneous Leave.

An Employee who is relieved from his/her shift because of illness shall notify his/her manager/designee at the time s/he is relieved if s/he intends to work his/her next scheduled shift.

B. Maintenance Employees returning to work after emergency use of General Leave must notify the Maintenance Manager or his/her designee of the Employee's intention to return to his/her regular shift. Employees whose shifts begin before noon must provide notification prior to 4:30 p.m. the day before and Employees whose shifts begin after noon must provide notification prior to 8:00 a.m. on the days/he intends to return to work.

A. Fixed-route Employees returning to work after the use of emergency General Leave must notify a Dispatcher of the Employee's intention to return to his/her regular shift by 3:00 p.m. on the day before s/he intends to return to work. Employees must notify Dispatch by 3:00 p.m. on Saturday for Monday work.

B. Paratransit Employees returning to work after the use of emergency General Leave must notify a Dispatcher of the Employee's intention to return to his/her regular shift by 2:00 p.m. on the day before s/he intends to return to work. Employees must notify Dispatch by 2:00 p.m. on Saturday for Monday work.

C. Hybrid Forks Employees returning to work after emergency use of General Leave must notify the Operations and Planning Manager or Dispatcher of his/her intention to return to that Employee's regular maintenance shift two hours prior to the start of such Maintenance shift. Hybrid Forks Employees must notify a Dispatcher of the Employee's intention to return to his/her regular driving shift by 3:00 p.m. on the day before s/he intends to return to work. Employees must notify Dispatch by 3:00 p.m. on Saturday for Monday work.

D. Failure to provide this notification will result in his/her shift being assigned to another Employee.

Section 11. 7 Responsibilities

A. A Port Angeles Base Employee needing to take emergency General Leave as described in Section 11.6 must notify the Dispatcher at least 30 minutes prior to the time such Employee is scheduled to report. A **Forks Base Employee** needing to take emergency General Leave as described in Section 11.6 must notify the Dispatcher at least two hours prior to the time such Employee is scheduled to report. Failure to do so may result in the denial of emergency General Leave with pay. Upon an Employee's return to work, the Employee shall submit a written statement to the Employee's immediate supervisor stating the reason for the Employee's absence.

B. To receive emergency General Leave with pay in excess of three consecutive working days, the Employee may be required to present a statement by a physician certifying that the Employee's condition prevented the Employee from performing the duties of the Employee's position. In addition, the Employee will be counseled by his/her supervisor and may be required to take a fitness for duty physical at CTS's expense or obtain a physician's certification of illness after the fourth emergency General Leave absence with pay in less than one year. Physician's certification or Employee Assistance Program (EAP) may be reimbursed under the health insurance program.

Section 11.8 Pay in Lieu of General Leave

A. CTS and the UNION agree that the following is an equitable solution for Employees that accumulate significant General Leave because of work requirements or other factors that limit when s/he can be away from the workplace.

B. Before December 1 of each year, an Employee may **irrevocably** elect, for the following calendar year, to receive additional pay in lieu of all or a portion of his/her General Leave accrual, provided:

- 1) As of the pay date immediately prior to November 1, the Employee has accrued an uncommitted (i.e., the leave balance minus request for future time off) 180 hours of General Leave; and

2) The election is made during the annual cafeteria plan open enrollment period.

C. The election may be for:

- 1) 25%;
- 2) 50%; or
- 3) 100%

of the General Leave accrued in the following calendar year to be paid out each pay period in the form of cash instead of accruing paid time off. The election is effective for the following calendar year, and once made, cannot be changed by the Employee.

D. The payment of all or part of the General Leave accrual in cash will be automatically canceled and the full accrual of General Leave will resume for the remainder of the year if the Employee's General Leave balance falls below 20 hours at the end of a pay period for whatever reason (scheduled vacation, family medical leave, sick leave, etc.).

Section 11.9 Donating General Leave

Employees are allowed to transfer accrued General Leave from his/her own bank to another CTS **employee's** General Leave bank in accordance with CTS's policies, provided that the **employee** receiving the General Leave has exhausted all the General Leave in his/her bank at the time of transfer.

Section 11.10 Paratransit Employees' Transition

As of the ratification date of this AGREEMENT, all Employees who have a remaining balance of Vacation accrued under the labor agreement by and between CTS and the UNION for Paratransit Employees January 1, 2015, through December 31, 2017, will be transferred to the Employees' General Leave balance.

ARTICLE 12 SICK LEAVE

Section 12.1 Eligibility

Employees hired on or after January 1, 2018, begin accruing paid Sick Leave upon the commencement of his or her employment (Hire Date).

Section 12.2 Accrual and Annual Carryover Limit

A. For each hour of Sick Leave used, an Employee shall be paid the greater of the minimum hourly wage rate established in the AGREEMENT or his/her normal hourly compensation.

B. Employees shall accrue Sick Leave for all paid hours. An Employee will accrue the equivalent of one hour of paid Sick Leave for every 40 hours paid as an Employee. There is no limit on the number of hours that may be earned.

C. On January 1 of each year, unused Sick Leave balances up to 40 hours shall be automatically carried over from the previous year. All Sick Leave in excess of 40 hours shall be converted to General Leave.

Section 12.3 Use of Sick Leave

A. All Employees are entitled to use accrued Sick Leave beginning on the ninetieth (90th) calendar day after the commencement of his/her employment.

B. Only the Extra Board is able to take Sick Leave that will be counted towards overtime in minimums of 2.5 hours per day or up to the maximum of the piece of work assigned for that day, not to exceed 40 hours per week.

C. Employees are authorized to use Sick Leave for the following reasons:

- 1) An absence resulting from an Employee's mental or physical illness, injury, or health condition; to accommodate the Employee's need for medical diagnosis, care, or

treatment of a mental or physical illness, injury, or health condition; or an Employee's need for preventative medical care;

2) To allow the Employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment preventive of a mental or physical illness, injury, or health condition; or care for a family member who needs medical care; and

3) When the Employee's place of business has been closed by order of a public official for any health-related reason, or when an Employee's child's school or place of care has been closed for such a reason.

D. CTS may require a physician's certificate or other reasonable proof of illness in the case of an absence due to illness, injury, or disability for which Sick Leave is payable where CTS has a reason to suspect abuse by the Employee or if CTS questions the physical capabilities of the Employee.

E. For purposes of this section, "family member" means any of the following:

1) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the Employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

2) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an Employee or the Employee's spouse, or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child;

3) A spouse;

4) A registered domestic partner;

5) A grandparent;

6) A grandchild; or

7) A sibling.

F. Employees are authorized to use Sick Leave for absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW. Employees are prohibited from using Sick Leave for absences for which he/she is receiving timeloss benefits due to a worker's compensation claim. The provisions of the Family and Medical Leave Act may be applied concurrently with the use of Sick Leave, as allowed by statute.

G. Employees must first use available Sick Leave before General Leave when leave is needed for a purpose described in this Section, subject to the Family Care policy. Sick Leave may not be donated or otherwise transferred to other Employees or CTS personnel.

H. If the use of Sick Leave by an Employee is found to be for an unauthorized purpose, CTS may deny payment of the requested Sick Leave and the Employee may be subject to disciplinary action.

I. CTS may require Employees to give reasonable notice of an absence from work, so long as such notice does not interfere with an Employee's lawful use of paid Sick Leave. CTS may not require, as a condition of an Employee taking paid Sick Leave, that the Employee search for or find a replacement worker to cover the hours during which the Employee is on paid Sick Leave.

Section 12.4 Notice of Absence Requirements

A. If the need for Sick Leave is foreseeable, Employees are required to provide 10-calendar days' notice or as early as practicable. If the need for Sick Leave is unforeseeable:

1) **Port Angeles Base Operations and Maintenance Employees** are to provide at least 30 minutes' notice prior to the start of his/her scheduled shift, unless it is not practicable to do so, then as soon as possible thereafter.

2) **Forks Base Operations Employees** are to provide at least two hours' notice prior to the start of his/her scheduled shift, unless it is not practicable to do so, then as soon as possible thereafter. If necessary, another individual may provide the required notice on behalf of the Employee if it is impracticable for the Employee to do so.

B. If Domestic Violence Leave is taken and precludes advance notice, the Employee must provide notice by the end of the first day the Sick Leave commences.

Section 12.5 Return-to-Work Requirements

A. An Employee who is relieved from his/her shift because of illness shall notify his/her manager/designee at the time s/he is relieved if s/he intends to work his/her next scheduled shift.

B. Maintenance Employees returning to work after the use of Sick Leave must notify the Maintenance Manager or his/her designee of the Employee's intention to return to his/her regular shift. Employees whose shifts begin before noon must provide notification prior to 4:30 p.m. the day before and Employees whose shifts begin after noon must provide notification prior to 8:00 a.m. on the day s/he intends to return to work.

C. Fixed-route Employees returning to work after the use of Sick Leave must notify a Dispatcher of the Employee's intention to return to his/her regular shift by 3:00 p.m. on the day before s/he intends to return to work. Employees must notify Dispatch by 3:00 p.m. on Saturday for Monday work.

D. Paratransit Employees returning to work after the use of Sick Leave must notify a Dispatcher of the Employee's intention to return to his/her regular shift by 2:00 p.m. on the day before s/he intends to return to work. Employees must notify Dispatch by 2:00 p.m. on Saturday for Monday work.

E. Hybrid Forks Employees returning to work after the use of Sick Leave must notify the Operations and Planning Manager or Dispatcher of his/her intention to return to that Employee's regular maintenance shift two hours prior to the start of such Maintenance shift. Hybrid Forks Employees must notify a Dispatcher of that Employee's intention to return to his/her regular driving shift by 3:00 p.m. on the day before s/he intends to return to work.

F. Failure to provide this notification will result in his/her shift being assigned to another Employee.

Section 12.6 Verification of Absences Exceeding Three Work Days

A. If an Employee is seeking to use or has used Sick Leave for authorized purposes for more than three consecutive days during which the Employee is/was required to work, the Employee may be required to provide verification that establishes or confirms that the use of Sick Leave is for an authorized purpose.

B. Such verification will only certify that the absences complied/will comply with the provisions of this Article. Verification does not require an explanation of any health condition, unless otherwise required by law.

C. Verification must be provided to CTS within 10 calendar days of the first day an Employee used Sick Leave.

D. If an Employee believes that obtaining verification for use of Sick Leave would result in an unreasonable burden or expense, the following information is to be provided to Human Resources personnel, in writing:

- 1) An explanation of how the Sick Leave is/was for an authorized purpose; and
- 2) How providing verification of the Sick Leave would cause an unreasonable burden or expense.

E. Within 10 calendar days, CTS will notify the Employee of its decision to waive the verification requirement, mitigate the burden, or reject the assertion of unreasonable burden.

F. CTS may choose not to pay an Employee for Sick Leave taken in excess of three consecutive workdays until verification is provided.

Section 12. 7 Notification

Paid Sick Leave accruals and any unused Sick Leave available for use by an Employee will be made available every two weeks on payday in the following manner:

- 1) The amount of Sick Leave accrued since the last notice;
- 2) The amount of Sick Leave used since the last notice; and
- 3) The available balance of Sick Leave remaining.

Section 12.8 Separation from Employment

CTS shall provide financial or other reimbursement for accrued and unused Sick Leave to any Employee upon the Employee's termination, resignation, retirement, or other separation from employment.

Section 12.9 Enforcement and Limitations

CTS may not adopt or enforce any policy that counts the use of paid Sick Leave as an absence that may lead to or result in discipline against the Employee. CTS is not prevented from providing more generous paid sick leave policies or permitting use of paid Sick Leave for additional purposes. CTS may not discriminate or retaliate against an Employee for his/her exercise of any rights under this Article, including the use of paid Sick Leave.

Section 12.10 Paratransit Employees' Transition

As of the ratification date of this AGREEMENT, all Employees who have a remaining balance of sick leave accrued under the labor agreement by and between CTS and the UNION for Paratransit Employees January 1, 2015, through December 31, 2017, are entitled to select one of the following options to dissolve his/her remaining (Paratransit) sick leave balance:

- 1) Receive a 25% cash-out of all remaining (Paratransit) sick leave hours; OR
- 2) Transfer up to 100 hours of available (Paratransit) sick leave balance (from previous labor agreement) to General Leave bank and receive a 25% cash-out of all (Paratransit) sick leave hours over 100.

ARTICLE 13 HOLIDAYS

Section 13.1 Holidays

A. The following shall be paid holidays for all eligible Employees:

New Year's Day
Martin Luther King Jr.'s Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

B. If service operates its usual schedule (weekday schedule Monday through Friday, Saturday schedule on Saturday, or Sunday schedule on Sunday) on one of the holidays

listed above, work performed on a holiday will be paid at the Employee's regular rate of pay. If service operates a reduced schedule on one of the holidays listed above, work performed on the holiday shall be subject to the overtime rules listed under the specific job descriptions.

Section 13.2 Eligibility

An Employee is eligible for holiday pay/leave accrual upon appointment to probationary status. To be eligible for holiday pay/leave, a regular or probationary Employee must be in pay status his/her last regularly scheduled workday immediately preceding and his/her first regularly scheduled workday immediately following the holiday.

Section 13.3 Accrual

Each Employee will receive the holiday accrual in the amount of eight hours if full-time, or four hours if part-time, or the time the Employee is scheduled to work on the day of the week the holiday falls, whichever is greater.

Section 13.4 Use

A. Only the Extra Board is able to take Holiday Leave that will be counted towards overtime in minimums of 2.5 hours per day or up to the maximum of the piece of work assigned for that day, not to exceed 40 hours per week.

B. An Employee may elect to bank his/her holidays in the Holiday Leave bank in lieu of taking the holiday. The decision to bank is irrevocable and must be made in writing to the supervisor in advance of the holiday. If the Employee works the holiday, the holiday accrual will be banked in the Holiday Leave bank. A banked holiday may be taken at a later time in the same manner as General Leave; however, the cash value of any holiday earned when the Employee's Holiday Leave bank reaches 40 hours will be deposited into the Employee's HRA account.

Section 13.4 Separation from Employment

An Employee with any remaining hours of accrued Holiday Leave on his/her last day of employment with CTS shall receive 100% of the cash value upon separation from employment.

ARTICLE 14 MISCELLANEOUS BENEFITS

Section 14.1 Required Licenses and Certifications

A. CTS agrees to reimburse an Employee for the renewal of his/her commercial driver's license (COL) endorsement when required by his/her job classification.

B. When required by an Employee's job classification, CTS will pay for the entire cost of a Department of Transportation (DOT) driver/carrier medical exam conducted by the CTS's designated DOT-certified medical examiner (CME) every two years. If an Employee is required to have a medical exam on a more frequent basis than every two years, then CTS shall reimburse the Employee up to 50% of the cost of the designated provider for one additional exam.

C. Employees who elect to use another CME will be reimbursed up to the amount of the designated CME's current fee. Any excess cost will be the responsibility of the Employee. The cost of any other DOT medical exams outside of, or in addition those described above, will be the responsibility of the Employee.

Section 14.2 Transit Passes

A. CTS agrees to provide tax-free transit passes to each Employee, his/her spouse/registered domestic partner, and legal dependents, as well as to any retired Employees and his/her spouse/registered domestic partner. For the purposes of this

Section, the term "dependent" shall include unmarried dependent children up to age 19, full-time students up to age 26, and children with disabilities, living at the Employee's residence.

B. In the event evidence indicates the user of a CTS-provided free transit pass is in violation CTS policy, that pass may be subject to surrender at the request of CTS.

Section 14.3 Sunglasses

CTS will reimburse any Employee who presents a proper receipt for the purchase of sunglasses and/or tinted eyewear in an amount up to a maximum of \$75 per year, by his/her Seniority Date, or cumulative reimbursement up to a maximum amount of \$150.

Section 14.4 Incentives

CTS will compensate Employees in the form of money or other consideration to recognize safety and performance accomplishments, or participation in CTS-sponsored events, such as the bus Rodeo, as CTS may deem appropriate.

A. Safety Awards Program

Each Transit Operator, Paratransit Operator, Maintenance Worker, Lead Maintenance Worker, Mechanic, and Lead Mechanic shall be eligible for a safety award of \$100 for each calendar quarter in which s/he has had no preventable vehicle or passenger accidents, provided s/he has had no more than 15 working days absence, excluding leave covered under the Family and Medical Leave Act, General Leave, Sick Leave, jury duty leave, paid military leave, UNION detail, and up to three days leave for reason of bereavement.

B. Attendance Awards Program

Each Fixed-route Dispatcher, Custodian, Maintenance Clerk, and Clerk/Information Operator, Paratransit Scheduler, Paratransit Dispatcher, and Customer Service Representative shall be eligible for an attendance award of \$100 for each calendar quarter in which s/he has had no absences, or an attendance award of \$75 for each calendar quarter in which s/he has had no more than one workday absence. Partial absences totaling no more than eight hours will be permitted. Excluded are leaves covered under the Family and Medical Leave Act, General Leave, Sick Leave, jury duty leave, paid military leave, UNION detail, and up to three days leave for reason of bereavement.

Section 14.5 Birthday Accrual

A. Full-time Employees will be credited eight hours of General Leave bank on his/her birthday.

B. Part-time Employees will be credited four hours of General Leave bank on his/her birthday.

ARTICLE 15

MISCELLANEOUS LEAVES

Section 15.1 Granting Leaves of Absence

The decision to grant a leave with or without pay shall be the decision of CTS, except as limited by the AGREEMENT. An Employee must request such leaves in writing and present the request to his/her immediate supervisor. No leave will be granted to an Employee to accept employment with another employer except leaves for UNION business and leaves for government service in the public interest. Failure to report for work upon the expiration of the approved leave, without prior authorization by CTS, shall constitute cause for discharge from employment.

Section 15.2 Union Detail

A. Members of the UNION shall be granted short leaves of absence not to exceed 30 calendar days from time to time for UNION business, when requested, with pay, and

without loss of seniority, benefits, or other rights, provided reasonable advance notice is given to CTS for such leaves of absence. Such leaves may be extended by CTS upon request of the UNION.

B. All full-time elected Local 587 UNION officers, one International UNION officer, and one A.F.L.-C.I.O. elected officer shall be granted extended leaves of absence by CTS.

C. The UNION agrees to provide CTS with a correct list of all UNION officers, shop stewards, and committee members as soon as practicable following any UNION election or appointment.

D. The UNION will promptly reimburse CTS (according to a protocol worked out between the PARTIES) for wages and accrued benefits paid for time granted for leaves of absence to Employees to conduct UNION business.

E. Detailed stewards who are pushed over 40 hours in a workweek by UNION work, will be paid overtime with the UNION paying the overtime generated by that UNION work. Work that is over the assigned CTS shift, but under 40 hours is not an overtime situation for UNION work performed.

F. During days of general UNION elections, additional members shall be detailed to act as tellers.

Section 15.3 Jury Duty

An Employee covered by this AGREEMENT who is required to perform jury duty during the Employee's regular workday shall have such duty considered as the Employee's assigned shift for the day. The Employee shall receive pay equal to the number of hours the Employee would have received had s/he worked his/her scheduled shift, less the amount received for jury duty on such day, except that money received as a specified reimbursement for travel expenses shall be retained by the Employee. If released early from jury duty, the Employee shall report back to work and complete the remaining scheduled hours for that day.

Section 15.4 Military Leave

In accordance with RCW 38.40.060, Employees will be granted 21 working days of paid leave between October 1st and September 30th to be used for required military duty, to take part in training, or drills, including those in the National Guard or active status. In addition to the 21 working days of paid leave granted to Employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal laws. Employees on military leave will be entitled to reinstatement at the end of such service as provided in RCW 73.16 and federal laws. All military duty dates (to include weekend drills) will be submitted to CTS upon receipt of such orders. Any Employee covered by this Section shall be granted all seniority rights and accruals for benefits as provided under this AGREEMENT.

Section 15.5 Court and Legal Proceedings

The time spent by an Employee on behalf of CTS in court or at an administrative hearing will be considered time worked. Travel and per diem expenses will be paid by CTS. Employees will promptly inform CTS when s/he receives a subpoena. The Employee will be required to provide verification of the subpoena. If an Employee is a party in the matter and is not represented by CTS, or has an economic interest in the matter, the Employee shall be authorized to use General Leave, Holiday Bank, or leave without pay.

Section 15.6 Holidays for Reasons of Faith or Conscience Leave

A. Per Substitute Senate Bill 5173 (SSB 5173) passed during the 2014 legislative session, with an effective date of June 12, 2014, Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church, or religious organization, including holy

days, Sabbath days or religious holidays where an Employee is supposed to refrain from working, or where there is a service and/or mass.

B. Employees may select days on which he/she desires to take the two unpaid holidays after consultation with his/her supervisor. The law does not provide for partial day absences. If an Employee seeks a partial day absence, the time off will count as the hours the Employee was scheduled to work that day or eight hours, whichever is less. If an Employee prefers to take two unpaid holidays on specific days, then the Employee will be allowed to take the unpaid holidays on the days he or she has selected, unless the absence would unduly disrupt operations, impose an undue hardship, or the Employee is necessary to maintain public safety. The term "undue hardship" has the meaning contained in the rule established by the Office of Financial Management, WAC 82-56-020.

C. The current standards for requesting leave time within CTS applies to SSB 5173. Employees should submit a written request for an unpaid holiday provided for by this Section to the Employee's supervisor. Approval of the unpaid holiday shall not be deemed approved unless it has been authorized in writing by the Employee's supervisor. The Employee's supervisor shall evaluate requests by considering the desires of the Employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a qualified substitute, and consideration of the meaning of "undue hardship" developed by rule of the Office of Financial Management, WAC 82-56-020.

D. The two unpaid holidays allowed by this Section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

Section 15.7 Family and Medical Leave

A. Employees are entitled to up to 480 hours of Family Medical Leave in a 12-month period pursuant to the provisions of the Family Medical Leave Act (FMLA) and/or the Washington State Family Leave Act (WFLA). To be eligible for leave under this Section, an Employee must have been employed by the CTS for 12 months and have worked a minimum of 1,250 hours in the preceding 12 months.

B. An Employee is required to use all but 20 hours of accrued leave before going on leave without pay. No less than 2.5 hours of General Leave or more than the Employee's current shift may be taken in any one day.

C. The Employee will provide CTS with not less than 30 calendar days' notice before the Family Medical Leave is to begin. If the need for the leave is unforeseeable 30 calendar days' in advance, then the Employee will provide notice as soon as feasible.

D. The Family Medical Leave entitlement period will be a rolling 12-month period, measured forward from the date an Employee begins Family Medical Leave. Each time an Employee takes Family Medical Leave during the 12-month period, the leave will be subtracted from 480 hours of available leave.

E. Under the statutes, CTS has the authority to designate absences that meet the criteria of the Family Medical Leave. The use of any paid or unpaid leave for a Family Medical Leave qualifying event will run concurrently with, not in addition to, the use of the Family Medical Leave for that event.

F. CTS will continue the Employee's existing employer-paid health insurance benefits during the period of leave covered by Family Medical Leave. The Employee will be required to pay his/her share of healthcare premiums.

G. Upon returning to work after the Employee's own Family Medical Leave qualifying illness, the Employee will be required to provide a fitness-for-duty certification from a healthcare provider.

Section 15.8 Personal Health Leave

A. Employees who were approved for, and subsequently exhausted their available Family and Medical Leave(s) in accordance with Section 15.7 Family and Medical Leave above, become eligible for Personal Health Leave. Personal Health Leave is unpaid leave for up to an additional 90 calendar days from the last day of Family Medical Leave and shall be granted in conjunction with the birth or adoption of a child, or for an Employee with a serious illness, injury, or disability as defined by FMLA or WSFLA. CTS may grant an additional 180 calendar days of Personal Health Leave (for a total leave period of 270 calendar days) for an Employee's medical condition, provided the Employee is expected to return to work with no restrictions before or, at the conclusion of, the Personal Health Leave.

B. At CTS's discretion, CTS may require an Employee to provide documentation to substantiate the request for Personal Health Leave and/or whether or not the Employee is expected to return to full duty (no restrictions) at the conclusion of the Personal Health Leave.

C. Employees may elect to use any and all available accrued leave during his/her period of approved Personal Health Leave, in accordance with the leave provisions in this AGREEMENT.

D. CTS will continue to offer healthcare benefits for an Employee and his/her qualifying dependents while on approved Personal Health Leave and make the employer healthcare contributions, provided the Employee pays his/her share of the premiums. Healthcare benefits include medical, dental, basic life, and long-term disability coverage. Employee eligibility requirements for continued healthcare benefits and employer contributions are administered by and in accordance with Washington Administrative Code (WAC) 182-12.

E. Paragraph A covers the initial entry into the Personal Health Leave period. If within 24 months of returning to full duty, an Employee enters into Personal Health Leave for a second time, s/he will pay 20% of the total healthcare benefit premiums over and above the Employee's share of the premium. On the third or any further occasions, an Employee will pay 30% of the total healthcare benefit premiums over and above the Employee's share of the premium.

F. An Employee's Personal Health Leave eligibility for benefits provided in Paragraph D will reset when s/he works for 24 consecutive months without utilizing Personal Health Leave.

Section 15.9 Domestic Violence Leave

A. An Employee who is the victim of domestic violence, sexual assault, or stalking, or who is the family member of such a victim, may use General Leave, Sick Leave, Holiday Leave, or leave without pay to obtain treatment or seek help pursuant to the Domestic Violence Leave Act. For the purposes of domestic violence leave, a family member includes child, spouse, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, parent, parent-in-law, grandparent, or a person the Employee is dating.

B. CTS may require the Employee requesting leave to provide verification. At the Employee's choice, the verification may include a police report, court order of protection, documentation from a healthcare provider, advocate, clergy or attorney, or an Employee's written statement that the Employee or Employee's family member is a victim and needs assistance.

Section 15.10 Family Care Leave

A. In accordance with Washington Administrative Code (WAC) 296-130, leave without pay, General Leave or Sick Leave may be granted to an Employee for childcare or elder care emergencies and is limited to a maximum of three workdays per calendar year.

B. Family care emergencies are defined as:

1. Minor/dependent child care emergencies, such as unexpected absence of a regular care provider, unexpected closure of child's school, or unexpected need to pick up a child at school earlier than normal; or
2. Elder care emergencies, such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.

Section 15.11 Bereavement Leave

An Employee may request Bereavement Leave for the death of any person with whom the Employee has had a close personal relationship. Leave for such reason shall be limited to three days in any one instance, unless it can be demonstrated to the General Manager or designee that additional time is necessary by reason of travel distance. In such a case, up to five days may be authorized. Additional time needed for bereavement purposes shall be considered on a case-by-case basis as a request for leave under Section 15.12, Personal Leave.

Section 15.12 Personal Leave

Unpaid Personal Leave may be granted for up to 30 days. Extension of a 30-day personal leave of absence may be granted by the General Manager. Employees may elect to use available leave accruals during approved Personal Leave, subject to the provisions of this AGREEMENT. Failure to return to work following the approved Personal Leave may result in termination of employment.

Section 15.13 Seniority and Benefit Rights

Employees granted any type of leaves of absence shall retain seniority and benefit rights during such leaves provided all appropriate Employee premiums, are paid.

ARTICLE 16 UNIFORMS AND APPEARANCE

Section 16.1 Provision and Requirements

CTS will provide uniforms to Employees in positions requiring uniforms (identified in specific job classification articles). The authorized uniform shall be designated by and remain the property of CTS. Employees reporting to work in unauthorized clothing shall not be allowed to work. Uniforms are to be worn only for the purpose of traveling to/from or performing work for CTS. A reasonable stop between work and home is allowed, provided the stop does not occur at a location whose primary business is to sell alcoholic beverages and/or marijuana-based products.

Section 16.2 Care of Uniforms

The proper care and laundering of uniforms is the responsibility of the Employee. Stolen uniforms shall be replaced by CTS upon receipt of a police report or other clear evidence of theft. Lost uniforms shall be replaced at the cost of the Employee.

Section 16.3 General Grooming

Employees shall maintain a neat, clean, professional appearance. Hair shall be combed/groomed/styled and must not obstruct the vision of the Employee from either the front or sides of the face. Beards, mustaches, and sideburns shall be neat, clean, and trimmed. Fingernails shall be short enough to allow typing and/or the safe gripping of a steering wheel. Tattoos which may be deemed offensive must be covered (tattoos in and of themselves are not deemed offensive). The excessive use of fragrances is not permitted.

Section 16.4 Initial Uniform Supply

Upon hire, CTS will furnish at no cost to the Employee, one name tag (no more than one replacement per 12 months) and one uniform, consisting of the items listed in Appendix A-Uniforms, New Employees.

Section 16.5 Uniform Allowance

A. Following the successful completion of the probationary/right-to-return period, a uniform allowance shall be allotted on the first calendar day of each month to a uniform account for each uniformed Employee. Funds may be used to purchase any item on the authorized uniform list in Appendix B - Uniforms, Completion of Probation/Right-of-Return Period. Purchases in excess of the uniform allowance require the authorization of CTS's designee.

B. Uniform allowances shall be as follows:

Job Class	Monthly Allowance	Maximum Account Balance
Transit Operators	\$25	\$300
Paratransit Operators	\$25	\$300
Fixed-route Dispatchers	\$20	\$240
Paratransit Dispatchers	\$20	\$240
Paratransit Schedulers	\$20	\$240
Customer Service Representatives	\$15	\$180

Section 16.6 Acquisition of Uniforms

Uniform items available from CTS's vendor shall be ordered through CTS. Authorized uniform items not available from CTS's vendor and covered by the Employee's uniform account balance shall be reimbursed monthly upon presentation of a receipt. Such items may only be worn for the purposes of traveling to/from work or performing work for CTS.

Section 16.7 Disposition of Uniforms

Uniform items which, in the opinion of the Employee and/or CTS, have reached the end of their useful life and/or no longer properly fit the Employee, shall be returned to CTS. Uniforms must be returned to CTS upon separation from employment.

Section 16.8 Religious Exemptions

Employees wishing to wear an article of clothing specifically required due to his or her religious affiliation shall request approval from CTS's designee.

Section 16.9 Union Shop Steward Hats

A. CTS approves that UNION stewards may wear UNION steward baseball-style hats solely while he/she is in noncustomer facing positions. Non-customer facing positions are defined as those areas generally inaccessible to the public, including, but not limited to, non-public work locations at a given base. Employees may not wear the UNION steward baseball hats in revenue or non-revenue vehicles, while a steward is at work, while providing services to the public, or performing work in areas accessible to the public.

B. CTS has approved the design of the steward hat. The UNION agrees that CTS must approve any design changes to this hat.

C. Nothing in this AGREEMENT prevents an Employee from wearing an approved UNION steward baseball-style hat while off-duty.

ARTICLE 17 CLERKS

Section 17.1 Recruitment

Current Employees shall be encouraged to apply for the position of Clerk. Employees shall be selected on the basis of training, experience, and job performance as determined by appropriate testing procedures and evaluations. In the event no current Employee is both interested and qualified to perform the duties of the position, CTS shall conduct an external recruitment. If internal and external recruitments occur simultaneously, hiring preference shall be given to current qualified Employee(s).

Section 17.2 Hours of Work

The workweek shall begin on Sunday at 12:00:00 a.m. and end on Saturday at 11 :59:59 p.m. The workweek shall contain two scheduled consecutive days off. CTS reserves the right to create one shift with non-consecutive days off. This does not constitute a guarantee of minimum or maximum number of hours.

Section 17.3 Work Assignments

A. All assignments shall be completed within a continuous 9-hour shift, including a 60-minute unpaid meal period or an 8.5-hour shift, including a 30-minute unpaid meal period, to accommodate Employee needs with supervisory approval. Where no relief is available, the work assignment shall be completed within eight hours, or overtime rules apply.

B. Work assignments shall be bid up to four times a year by job class seniority at the time of the Transit Operator bid. Assignments shall define start and end time periods, lunch hours, and days off.

C. The Employee and CTS may agree to an alternative work schedule. A UNION representative will also review the work schedule. Alternative work schedules could include job sharing if job sharing does not substantially increase CTS costs, or 10-hour shifts, if such shifts do not involve overtime.

D. Holidays with regular fixed-route service shall be regular work days. If work is available on holidays without regular fixed route service, work shall be offered to Employees on a seniority basis. Work left open shall be forced in reverse seniority order.

E. Where more than one Employee is qualified and selected to serve in a relief position, the unscheduled work shall be offered by seniority with overtime, bid schedules, and days off taken into consideration.

F. Clerks may occasionally be required to perform Clerk work in various departments.

Section 17.4 Compensation and Overtime

A. All compensation shall take the form of cash in accordance with the wage table in Article 8 - Wages.

B. Employees reporting for duty will be guaranteed a minimum of 2.5 hours of pay for each report. Voluntary meetings are exempt from this rule and shall be paid at actual hours attended. Meetings held outside of normal work schedules will be paid as worked.

C. An Employee will be paid at his/her applicable rate of pay for time spent completing reports of accidents and incidents on the date of occurrence. Also, an Employee will be paid at his/her applicable regular rate of pay when the supervisor requests time to discuss work-related issues.

D. Overtime will be offered to qualified Employees on rotational basis.

E. All overtime shall be compensated at the rate of time-and-one-half the Employee's basic rate of pay exclusive of special or premium pay.

F. Overtime for full-time Employees shall be defined as work performed in excess of the regular workdays as designated.

G. If a full-time Employee is called to work on his/her regular day off, the Employee will be paid at the rate of time-and-one-half the basic applicable rate of pay, exclusive of premium pay, provided that at least one of the following apply:

- 1) The Employee has been on "paid status" for each regular workday of the established workweek. "Paid status" is defined as having been compensated for each regular workday either:
 - a) In the form of cash, either from hours worked or from leave paid in lieu of work; or
 - b) In the form of CTS's cash contribution to the Employee's Health Reimbursement Account (HRA), as a result of the Employee's Holiday Leave bank having reached 40 hours.
- 2) The Employee was forced to work his/her regular day off as part of the daily scheduling process.

H. Overtime for part-time Employees shall be defined as work performed in excess of 40 hours within the designated workweek.

I. Unscheduled work on a holiday shall be treated and compensated as overtime. If an Employee works on a non-service holiday, he/she will receive time and one-half for his/her hours worked, but the Employee has the option of taking the holiday pay in his/her check, along with the time and a half pay without this counting towards overtime.

J. An Employee working in a premium position will be offered work which ensures that between his/her premium pay work or a combination of premium pay or work will not cause the Employee to suffer a loss in compensation for the week when compared with his/her regular week, but no guarantee of being made whole on any given week or day.

K. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the Employee's applicable rates shall apply.

Section 17.5 Rebids

A. If a regular assignment becomes vacant due to retirement, resignation, or termination, a less senior Clerk may request a move-up within his/her classification.

- 1) A Clerk who rebids must pick the entire assignment of the Clerk who vacated the picked assignment.
- 2) All Clerks with less seniority may participate in the rebid.

B. Rebids will be coordinated by shop stewards. An assignment selected at a rebid via absentee pick will not be subject to the grievance/arbitration procedure.

Section 17.6 Uniforms

Clerk is not a uniformed position. Employees are expected to dress professionally in accordance with CTS policy.

Section 17.7 Relief Employees

Relief for the Clerks will be provided from an appointed pool of Employees classified as Relief Clerks. Relief Clerks (working in Operations) will be recruited from the Transit Operator ranks and will be appointed based on qualifications. Relief Clerk overtime work will be offered by seniority with consideration given to bid schedules, and days off.

Section 17.8 Special Allowances

This section intentionally left blank.

Section 17.9 Special Conditions

This section intentionally left blank.

ARTICLE 18 CUSTODIANS

Section 18.1 Recruitment

Current Employees shall be encouraged to apply for the position of Custodians. Employees shall be selected on the basis of training, experience, and job performance as determined by appropriate testing procedures and evaluations. In the event no current Employee is both interested and qualified to perform the duties of the position, CTS shall conduct an external recruitment. If internal and external recruitments occur simultaneously, hiring preference shall be given to current qualified Employee(s).

Section 18.2 Hours of Work

The workweek shall begin on Sunday at 12:00:00 a.m. and end on Saturday at 11 :59:59 p.m. The workweek shall contain two scheduled consecutive days off. CTS reserves the right to create one shift with non-consecutive days off. This does not constitute a guarantee of minimum or maximum number of hours.

Section 18.3 Work Assignments

A. All assignments shall be completed within a continuous 8.5-hour shift, including one 30-minute unpaid meal period. Where no relief is both required and not available, the work assignment shall be completed within eight hours, or overtime rules apply.

B. Work assignments shall be bid by job class seniority at the request of the Employee but not more than quarterly. Work assignments shall define start time and end times, break periods, lunch hours, and days off.

C. The Employee and CTS may agree to an alternative work schedule. A UNION representative will also review the work schedule.

D. Should it become necessary to alter a shift anytime during a bid period and such alteration imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or request for accommodation, which requires an alteration in the start or quit times of a shift, such Employee may request that CTS consider his/her request. CTS will then contact the UNION to review the matter. Alterations to Employees' start or quit times shall be made by mutual consent of the PARTIES. In addition, the PARTIES agree flexible schedules may be accommodated by mutual agreement of the Employee and CTS.

E. Holidays with regular fixed-route service shall be regular work days. If work is available on holidays without regular fixed route service, work shall be offered to Employees on a seniority basis. Work left open shall be forced in reverse seniority order.

F. Where more than one Employee is qualified and selected to serve in a relief position, the unscheduled work shall be offered by seniority with overtime, bid schedules, and days off taken into consideration.

Section 18.4 Compensation and Overtime

A. All compensation shall take the form of cash in accordance with the wage table in Article 8 - Wages.

B. Employees reporting for duty will be guaranteed a minimum of 2.5 hours of pay for each report. Voluntary meetings are exempt from this rule and shall be paid at actual hours attended. Meetings held outside of normal work schedules will be paid as worked.

C. An Employee called back to work after his/her regular shift, having once gone home, and reporting for work or called in to work on his/her regular day off, will be guaranteed at least 2.5 hours of extra pay in addition to actual hours worked. Employees may leave before the 2.5 hours of call-in time is up if the job is finished.

D. An Employee who volunteers to change shifts and is sent home before the end of his/her regular completed shift shall be guaranteed at least 2.5 hours of additional pay over and above his/her assigned work schedule.

E. An Employee will be paid at his/her applicable rate of pay for time spent completing reports of accidents and incidents on the date of occurrence. Also, an Employee will be paid at his/her applicable regular rate of pay when the supervisor requests time to discuss work-related issues.

F. Overtime will be offered based on job class seniority.

G. All overtime shall be compensated at the rate of time-and-one-half the Employee's basic rate of pay exclusive of special or premium pay.

H. Overtime for full-time Employees shall be defined as work performed in excess of the regular workdays as designated.

I. If a full-time Employee is called to work on his/her regular day off, the Employee will be paid at the rate of time-and-one-half the basic applicable rate of pay, exclusive of premium pay, provided that at least one of the following apply:

1) The Employee has been on "paid status" for each regular workday of the established workweek. "Paid status" is defined as having been compensated for each regular workday either:

- a) In the form of cash, either from hours worked or from leave paid in lieu of work; or
- b) In the form of CTS's cash contribution to the Employee's Health Reimbursement Account (HRA), as a result of the Employee's Holiday Leave bank having reached 40 hours.

2) The Employee was forced to work his/her regular day off as part of the daily scheduling process.

J. Overtime for part-time Employees shall be defined as work performed in excess of 40 hours within the designated workweek.

K. Unscheduled work on a holiday shall be treated and compensated as overtime. If an Employee works on a non-service holiday, he/she will receive time and one-half for his/her hours worked, but the Employee has the option of taking the holiday pay in his/her check, along with the time and a half pay without this counting towards overtime.

L. An Employee working in a premium position will be offered work which ensures that between his/her premium pay work or a combination of premium pay or work will not cause the Employee to suffer a loss in compensation for the week when compared with his/her regular week, but no guarantee of being made whole on any given week or day.

M. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the Employee's applicable rates shall apply.

Section 18.5 Rebids

A. In the event a Fixed-route Dispatcher is on an extended leave of absence and is not performing his/her regular duties at the time of bidding, the Fixed-route Dispatcher shall select his/her work and a rebid shall be conducted. The rebid will dissolve upon the return to work of the Fixed-route Dispatcher owning the work or the end of the scheduled bid period, whichever comes first.

B. If a regular assignment becomes vacant due to retirement, resignation, or termination, a less senior Custodian may request a move-up within his/her classification.

1) A Custodian who rebids must pick the entire assignment of the Custodian who vacated the picked assignment.

2) All Custodians with less seniority may participate in the rebid.

C. Rebids will be coordinated by shop stewards. An assignment selected at a rebid via absentee pick will not be subject to the grievance/arbitration procedure.

Section 18.6 Uniforms

Custodian is not a uniformed position. Employees are expected to dress professionally in accordance with CTS policy

Section 18.7 Relief Employees

Shift relief for covering time off or vacancies on a temporary basis shall be performed by a Bus Cleaner. In the event of an absence longer than 30 days, or to cover a temporary vacancy, all other Employees willing, qualified, and available shall be assigned the duties on a temporary basis. If no Employee is interested, CTS shall notify the UNION of its intent to temporarily subcontract janitorial services until the Custodian position can be recruited. These temporary assignments shall be based upon seniority and may be shared if schedules can be accommodated.

Section 18.8 Special Allowances

This section intentionally left blank.

Section 18.9 Special Conditions

A. CTS shall provide all personal protective gear and foul weather gear as appropriate for the position of Custodian.

B. Custodians must possess a driver's license valid for operating a passenger vehicle on public roadways in the State of Washington. It is the responsibility of the Employee to maintain proper licensure.

ARTICLE 19

CUSTOMER SERVICE REPRESENTATIVES

Section 19.1 Recruitment

Current Employees shall be encouraged to apply for the position of Customer Service Representative. Employees shall be selected on the basis of training, experience, and job performance as determined by appropriate testing procedures and evaluations. In the event no current Employee is both interested and qualified to perform the duties of the position, the Employer shall conduct an external recruitment. If internal and external recruitments occur simultaneously, hiring preference shall be given to current qualified Employee(s).

Section 19.2 Hours of Work

The workweek shall begin on Sunday at 12:00:00 a.m. and end on Saturday at 11 :59:59 p.m. The workweek shall contain two scheduled consecutive days off. CTS reserves the right to create one shift with non-consecutive days off. This does not constitute a guarantee of minimum or maximum number of hours.

Section 19.3 Work Assignments

A. All assignments shall be completed within a continuous 9-hour shift, including a 60-minute unpaid meal period, or 8.5-hour shift, including a 30-minute unpaid meal period, to accommodate Employee needs with supervisory approval. Where no relief is available, the work assignment shall be completed within eight hours, or overtime rules apply.

B. Work assignments shall be bid by job class seniority at the time of the Paratransit Operator bid. Assignments shall define start and end time periods, lunch hours, and days off.

C. The Employee and CTS may agree to an alternative work schedule. A UNION representative will also review the work schedule. Alternative work schedules could include

job sharing if job sharing does not substantially increase CTS costs, or ten-hour shifts, if such shifts do not involve overtime.

D. Holidays with regular fixed-route service shall be regular work days. If work is available on holidays without regular fixed-route service, work shall be offered to Employees on a seniority basis. Work left open shall be forced in reverse seniority order.

E. Where more than one Employee is qualified and selected to serve in a relief position, the unscheduled work shall be offered by seniority with overtime, bid schedules, and days off taken into consideration.

Section 19.4 Compensation and Overtime

A. All compensation shall take the form of cash in accordance with the wage table in Article 8 - Wages.

B. Employees reporting for duty will be guaranteed a minimum of 2.5 hours of pay for each report. Voluntary meetings are exempt from this rule and shall be paid at actual hours attended. Meetings held outside of normal work schedules will be paid as worked.

C. An Employee will be paid at his/her applicable rate of pay for time spent completing reports of accidents and incidents on the date of occurrence. Also, an Employee will be paid at his/her applicable regular rate of pay when the supervisor requests time to discuss work-related issues.

D. Overtime will be offered based on job class seniority.

E. All overtime shall be compensated at the rate of time-and-one-half the Employee's basic rate of pay exclusive of special or premium pay.

F. Overtime for full-time Employees shall be defined as work performed in excess of the regular workdays as designated.

G. If a full-time Employee is called to work on his/her regular day off, the Employee will be paid at the rate of time-and-one-half the basic applicable rate of pay, exclusive of premium pay, provided that at least one of the following apply:

1) The Employee has been on "paid status" for each regular workday of the established workweek. "Paid status" is defined as having been compensated for each regular workday either:

- a) In the form of cash, either from hours worked or from leave paid in lieu of work; or
- b) In the form of CTS's cash contribution to the Employee's Health Reimbursement Account (HRA), as a result of the Employee's Holiday Leave bank having reached 40 hours.

2) The Employee was forced to work his/her regular day off as part of the daily scheduling process.

H. Overtime for part-time Employees shall be defined as work performed in excess of 40 hours within the designated workweek.

I. Unscheduled work on a holiday shall be treated and compensated as overtime. If an Employee works on a non-service holiday, he/she will receive time and one-half for his/her hours worked, but the Employee has the option of taking the holiday pay in his/her check, along with the time and a half pay without this counting towards overtime.

J. An Employee working in a premium position will be offered work which ensures that between his/her premium pay work or a combination of premium pay or work will not cause the Employee to suffer a loss in compensation for the week when compared with his/her regular week, but no guarantee of being made whole on any given week or day.

K. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of

such overtime or premium rates, and only the higher of the Employee's applicable rates shall apply.

Section 19.5 Rebids

A. If a regular assignment becomes vacant due to retirement, resignation, or termination, a less senior Customer Service Representative may request a move-up within his/her classification.

- 1) A Customer Service Representative who rebids must pick the entire assignment of the Customer Service Representative who vacated the picked assignment.
- 2) All Customer Service Representatives with less seniority may participate in the rebid.

B. Rebids will be coordinated by shop stewards. An assignment selected at a rebid via absentee pick will not be subject to the grievance/arbitration procedure.

Section 19.6 Uniforms

Customer Service Representative is a uniformed position. Uniforms shall be designated under Article 16 - Uniforms and Appearance.

Section 19.7 Relief Employees

A. Full-shift relief for Customer Service Representatives will be provided from an appointed pool of Employees classified as Relief Customer Service Representatives. Relief Customer Service Representatives will be recruited from the Paratransit Operator ranks and will be appointed based on qualifications. Relief work will be offered as per assignment rules for Relief Customer Service Representatives with consideration given to overtime, bid schedules, and days off. Relief to cover lunch/break periods for Customer Service Representatives will be provided by any qualified Employee.

B. Although an Employee working in a premium position will be offered work which ensures no loss in total compensation for the week when compared with his/her regular work, there is no guarantee of being made whole on any given day and the Employee may waive the right to be made whole in any given week.

C. An Employee performing the duties of Relief Customer Service Representative as overtime shall be compensated at either his or her regular rate of pay or the overtime rate of a Relief Customer Service Representative, whichever is greater. An Employee working in a relief position will be offered work which allows the Employee to suffer no loss in compensation for the week when compared with his/her regular work.

Section 19.8 Special Allowances

This section intentionally left blank.

Section 19.9 Special Conditions

This section intentionally left blank.

ARTICLE 20 FIXED-ROUTE DISPATCHERS

Section 20.1 Recruitment

Fixed-route Dispatchers shall be recruited from the ranks of Employees and must successfully complete his/her review period. If no current Employee is either interested in the position or successfully completes the review period, CTS may conduct an outside recruitment.

Section 20.2 Hours of Work

A. The workweek shall begin on Sunday at 12:00:00 a.m. and end on Saturday at 11 :59:59 p.m. The workweek shall contain two scheduled consecutive days off, unless otherwise recommended by the Scheduling Committee. CTS reserves the right to create one shift

with non-consecutive days off. This does not constitute a guarantee of minimum or maximum number of hours.

B. Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, the PARTIES agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. In consideration for the ability to work a total shift that may be comprised of a straight run or a 10-hour assignment, a Fixed-route Dispatcher is entitled to eat at any time during his/her shift as work duties may permit. The work schedule will not require an unpaid meal break as part of the assigned shift. Any such Employee is not entitled to relief from duty while s/he eats.

Section 20.3 Work Assignments

A. Work assignments shall be bid by job class seniority at the time of the Transit Operator bid. Fixed-route Dispatchers shall meet quarterly and/or upon request of the Scheduling Committee to determine work assignments. CTS will create fulltime work assignments for Fixed-route Dispatchers. The creation of the work assignments will be based on and prioritized by:

- 1) Providing effective coverage;
- 2) Minimizing cost; and
- 3) Recommendations from the Scheduling Committee.

CTS will not post any bid with open work with the intent to fill it at a later time with a new, existing, or temporary Employee.

B. Any open work assignments will be first assigned to Relief Fixed-route Dispatchers at regular rate. If all Relief Fixed-route Dispatchers would be at overtime, then the open work will be offered to Fixed-route Dispatchers in seniority order at overtime rate. Fixed-route Dispatchers may be assigned by inverse seniority to any open work assignment that cannot be filled with Relief Fixed-route Dispatchers.

C. Fixed-route Dispatchers will not work shifts resulting in less than eight hours off between shifts. The PARTIES recognize this rule may limit an Employee's ability to accept overtime work.

D. Holidays with regular fixed-route service shall be regular work days. If work is available on holidays without regular fixed-route service, work shall be offered to Employees on a seniority basis. Work left open shall be forced in reverse seniority order.

E. Where more than one Employee is qualified and selected to serve in a relief position, the unscheduled work shall be offered by seniority with overtime, bid schedules, and days off taken into consideration.

Section 20.4 Compensation and Overtime

A. All compensation for Fixed-route Dispatchers and Relief Fixed-route Dispatchers shall take the form of cash in accordance with the wage table in Article 8 - Wages. Compensation for the Fixed-route Dispatcher shall be 115% of the Transit Operator current wage at the appropriate step. Compensation for Relief Fixed-route Dispatcher shall be 110% of the Transit Operator current wage at the appropriate step.

B. Employees reporting for duty will be guaranteed a minimum of 2.5 hours of pay for each report. Voluntary meetings are exempt from this rule and shall be paid at actual hours attended. Meetings held outside of normal work schedules will be paid as worked.

F. An Employee will be paid at his/her applicable rate of pay for time spent completing reports of accidents and incidents on the date of occurrence. Also, an Employee will be paid at his/her applicable regular rate of pay when the supervisor requests time to discuss work-related issues.

G. Overtime will be offered based on job class seniority.

H. All overtime shall be compensated at the rate of time-and-one-half the Employee's basic rate of pay exclusive of special or premium pay.

I. Overtime for full-time Employees shall be defined as work performed in excess of the regular workdays as designated.

J. If a full-time Employee is called to work on his/her regular day off, the Employee will be paid at the rate of time-and-one-half the basic applicable rate of pay, exclusive of premium pay, provided that at least one of the following apply:

1) The Employee has been on "paid status" for each regular workday of the established workweek. "Paid status" is defined as having been compensated for each regular workday either:

- a) In the form of cash, either from hours worked or from leave paid in lieu of work; or
- b) In the form of CTS's cash contribution to the Employee's Health Reimbursement Account (HRA), as a result of the Employee's Holiday Leave bank having reached 40 hours.

2) The Employee was forced to work his/her regular day off as part of the daily scheduling process.

K. Overtime for part-time Employees shall be defined as work performed in excess of 40 hours within the designated workweek.

L. Unscheduled work on a holiday shall be treated and compensated as overtime. If an Employee works on a non-service holiday, he/she will receive time and one-half for his/her hours worked, but the Employee has the option of taking the holiday pay in his/her check, along with the time and a half pay without this counting towards overtime.

M. An Employee working in a premium position will be offered work which ensures that between his/her premium pay work or a combination of premium pay or work will not cause the Employee to suffer a loss in compensation for the week when compared with his/her regular week, but no guarantee of being made whole on any given week or day.

N. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the Employee's applicable rates shall apply.

Section 20.5 Rebids

A. If a regular assignment becomes vacant due to retirement, resignation, or termination, a less senior Fixed-route Dispatcher may request a move-up within his/her classification.

- 1) A Fixed-route Dispatcher who rebids must pick the entire assignment of the Fixed-route Dispatcher who vacated the picked assignment.
- 2) All Fixed-route Dispatchers with less seniority may participate in the rebid.

B. Rebids will be coordinated by shop stewards. An assignment selected at a rebid via absentee pick will not be subject to the grievance/arbitration procedure.

Section 20.6 Uniforms

Fixed-route Dispatcher is a uniformed position. Uniforms shall be designated under Article 16 - Uniforms and Appearance.

Section 20.7 Relief Employees

Full-shift relief for Fixed-route Dispatchers will be provided from an appointed pool of Employees classified as Relief Fixed-route Dispatchers. Relief Fixed-route Dispatchers will be recruited from the Transit Operator ranks and will be appointed based on qualifications. Relief work will be offered as per assignment rules for Relief Fixed-route Dispatchers with consideration given to overtime, bid schedules, and days off.

An Employee performing the duties of Relief Fixed-route Dispatcher as overtime shall be compensated at either his or her regular rate of pay or the overtime rate of a Relief Fixed-route Dispatcher, whichever is greater. An Employee working in a relief position will be offered work which allows the Employee to suffer no loss in compensation for the week when compared with his/her regular work.

Section 20.8 Special Allowances

This section intentionally left blank.

Section 20.9 Special Conditions

Fixed-route Dispatchers and Relief Fixed-route Dispatchers must possess a current DOT medical card and a driver's license valid for operating a transit coach on public roadways in the State of Washington. It is the responsibility of the Employee to maintain proper licensure.

ARTICLE 21 LEAD MAINTENANCE WORKERS

Section 21.1 Recruitment

Lead Maintenance Workers shall be recruited from the ranks of Employees and must successfully complete his/her review period. If no current Employee is either interested in the position or successfully completes the review period, CTS may conduct an outside recruitment.

Section 21.2 Hours of Work

The workweek shall begin on Sunday at 12:00:00 a.m. and end on Saturday at 11 :59:59 p.m. The workweek shall contain two scheduled consecutive days off. CTS reserves the right to create one shift with non-consecutive days off. This does not constitute a guarantee of minimum or maximum number of hours.

Section 21.3 Work Assignments

A. Work assignments shall be bid by job class seniority at the request of the Employees, but not more often than quarterly. Work assignments shall define start and end times, lunch hours, and days off.

B. All assignments shall be completed within a continuous 8.5-hour shift (8 hours plus a 30-minute unpaid meal period), except where no relief is available. Where no relief is available, the work assignment shall be completed within eight hours, or overtime rules apply.

C. The Employee and CTS may agree to an alternative work schedule. A UNION representative will also review the work schedule.

D. Should it become necessary to alter a shift anytime during a bid period and such alteration imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or request for accommodation, which requires an alteration in the start or quit times of a shift, such Employee may request that CTS consider his/her request. CTS will then contact the UNION to review the matter. Alterations to Employees' start or quit times shall be made by mutual consent of the PARTIES. In addition, the PARTIES agree flexible schedules may be accommodated by mutual agreement of the Employee and CTS.

E. Holidays with regular fixed-route service shall be regular work days. If work is available on holidays without regular fixed-route service, work shall be offered to Employees on a seniority basis. Work left open shall be forced in reverse seniority order.

F. Where more than one Employee is qualified and selected to serve in a relief position, the unscheduled work shall be offered by seniority with overtime, bid schedules, and days off taken into consideration.

Section 21.4 Compensation and Overtime

A. All compensation shall take the form of cash in accordance with the wage table in Article 8 - Wages. Compensation for the Lead Maintenance Worker shall be 115% of the Maintenance Worker's current wage at the appropriate step.

B. Employees reporting for duty will be guaranteed a minimum of 2.5 hours of pay for each report. Voluntary meetings are exempt from this rule and shall be paid at actual hours attended. Meetings held outside of normal work schedules will be paid as worked.

C. An Employee called back to work after his/her regular shift, having once gone home, and reporting for work or called in to work on his/her regular day off, will be guaranteed at least 2.5 hours of extra pay in addition to actual hours worked. Employees may leave before the 2.5 hours of call-in time is up if the job is finished.

D. An Employee who volunteers to change shifts and is sent home before the end of his/her regular completed shift shall be guaranteed at least 2.5 hours of additional pay over and above his/her assigned work schedule.

E. An Employee will be paid at his/her applicable rate of pay for time spent completing reports of accidents and incidents on the date of occurrence. Also, an Employee will be paid at his/her applicable regular rate of pay when the supervisor requests time to discuss work-related issues.

F. All overtime shall be compensated at the rate of time-and-one-half the Employee's basic rate of pay exclusive of special or premium pay.

G. Overtime for full-time Employees shall be defined as work performed in excess of the regular workdays as designated.

H. If a full-time Employee is called to work on his/her regular day off, the Employee will be paid at the rate of time-and-one-half the basic applicable rate of pay, exclusive of premium pay, provided that at least one of the following apply:

1) The Employee has been on "paid status" for each regular workday of the established workweek. "Paid status" is defined as having been compensated for each regular workday either:

- a) In the form of cash, either from hours worked or from leave paid in lieu of work; or
- b) In the form of CTS's cash contribution to the Employee's Health Reimbursement Account (HRA), as a result of the Employee's Holiday Leave bank having reached 40 hours.

2) The Employee was forced to work his/her regular day off as part of the daily scheduling process.

I. Overtime for part-time Employees shall be defined as work performed in excess of 40 hours within the designated workweek.

J. Overtime for the purpose of covering whole shifts or pieces of work of at least 2.5 hours will be offered by job class seniority within the Lead Maintenance Worker classification, then offered to the Maintenance Workers and/or assigned by reverse seniority.

K. Unscheduled work on a holiday shall be treated and compensated as overtime. If an Employee works on a non-service holiday, he/she will receive time and one-half for his/her hours worked, but the Employee has the option of taking the holiday pay in his/her check, along with the time and a half pay without this counting towards overtime.

L. An Employee working in a premium position will be offered work which ensures that between his/her premium pay work or a combination of premium pay or work will not cause

the Employee to suffer a loss in compensation for the week when compared with his/her regular week, but no guarantee of being made whole on any given week or day.

M. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the Employee's applicable rates shall apply.

Section 21.5 Rebids

A. If a regular assignment becomes vacant due to retirement, resignation, or termination, a less senior Lead Maintenance Worker may request a move-up within his/her classification.

1) A Lead Maintenance Worker who rebids must pick the entire assignment of the Lead Maintenance Worker who vacated the picked assignment.

2) All Lead Maintenance Workers with less seniority may participate in the rebid.

B. Rebids will be coordinated by shop stewards. An assignment selected at a rebid via absentee pick will not be subject to the grievance/arbitration procedure.

Section 21.6 Uniforms, Safety, and Foul Weather Gear

A. Employees who are required to work outside in inclement weather, or to work in hazardous areas, and/or to wear a prescribed uniform, will be provided with foul weather gear, safety gear, or uniforms as necessary by CTS at no cost to the Employee, unless otherwise specified in this AGREEMENT. Suitable foot gear will be provided to Employees engaged in performing work which may be hazardous to the Employee's health and/or safety, unless otherwise specified in this AGREEMENT.

B. CTS shall provide raingear, eye protection, gloves, safety vests, hard hats, or other safety gear as necessary.

C. For gear provided to the Employee, CTS shall maintain such foul weather and/or safety gear and/or uniforms and will hold an Employee blameless for any accidental loss, accidental damage, or normal wear and tear as a result of usage in the performance of his/her duties. Such gear will remain the property of CTS and will be returned upon separation from employment.

D. Each Lead Maintenance Worker shall be reimbursed up to \$400 per year for work-suitable footwear, to include orthotics, inserts, and socks.

E. Each Lead Maintenance Worker shall be reimbursed up to \$400 per calendar year for appropriate workwear. Workwear is designated as long pants, overalls, coveralls, jackets, outer shirts, and thermal underwear.

F. Employees can purchase footwear and workwear by presenting a purchase order to a local business where CTS has an account, or will be reimbursed, upon presentation of an approved receipt.

Section 21.7 Relief Employees

This section intentionally left blank.

Section 21.8 Special Allowances

This section intentionally left blank.

Section 21.9 Special Conditions

A. In the event CTS chooses to vacate and/or re-assign the duties of the Lead Maintenance Worker to a position not represented by the UNION, the current Lead Maintenance Worker shall return to his/her former Maintenance Worker classification, be compensated at a rate no lower than that paid to him/her as a Lead Maintenance Worker, and seniority shall be calculated for the time period combining both classifications.

B. Lead Maintenance Workers must possess a current DOT medical card and a driver's license valid for operating a transit coach on public roadways in the State of Washington. It is the responsibility of the Employee to maintain proper licensure.

C. On an irregular basis, CTS may require Lead Maintenance Workers to perform Mechanic duties. In these instances, the following shall apply:

- 1) Mechanic duties shall be assigned to Lead Maintenance Workers in accordance with this Section.
- 2) Any Lead Maintenance Worker assigned to perform Mechanic duties shall receive a pay premium of \$2.50 per hour, in addition to his/her base hourly pay, and at a minimum of two hours per assignment.
- 3) Mechanic duties that may be assigned are mechanical road calls, mechanical repairs or parts replacement (excluding light bulbs), and vehicle recovery duties related directly to tasks associated with preparation and towing of vehicles of CTS.
- 4) CTS will provide all needed tools for Lead Maintenance Workers performing Mechanic duties.
- 5) Lead Maintenance Workers will not perform non-emergency or scheduled Mechanic duties in excess of 1,560 hours per year in total for all Maintenance Workers.

ARTICLE 22 LEAD MECHANICS

Section 22.1 Recruitment

Lead Mechanics shall be recruited from the ranks of Employees and must successfully complete his/her review period. If no current Employee is either interested in the position or successfully completes the review period, CTS may conduct an outside recruitment.

Section 22.2 Hours of Work

The workweek shall begin on Sunday at 12:00:00 a.m. and end on Saturday at 11 :59:59 p.m. The workweek shall contain two scheduled consecutive days off. CTS reserves the right to create one shift with non-consecutive days off. This does not constitute a guarantee of minimum or maximum number of hours.

Section 22.3 Work Assignments

A. Work assignments shall be bid by job class seniority at the request of the Employees, but not more often than quarterly. Work assignments shall define start and end times, lunch hours, and days off.

B. All assignments shall be completed within a continuous 8.5-hour shift (8 hours plus a 30-minute unpaid meal period), except where no relief is available (. Where no relief is available, the work assignment shall be completed within eight hours, or overtime rules apply.

C. Each Lead Mechanic will be allowed 15 minutes at the end of his/her shift to clean up his/her work area and clean his/her person.

D. The Employee and CTS may agree to an alternative work schedule. A UNION representative will also review the work schedule.

E. Should it become necessary to alter a shift anytime during a bid period and such alteration imposes a serious hardship on an Employee, or should an Employee have a serious hardship or request for accommodation, which requires an alteration in the start or quit times of a shift, such Employee may request that CTS consider his/her request. CTS will then contact the UNION to review the matter. Alterations to Employees' start or quit times shall be made by mutual consent of the PARTIES. In addition, the PARTIES agree flexible schedules may be accommodated by mutual agreement of the Employee and CTS.

F. Holidays with regular fixed-route service shall be regular work days. If work is available on holidays without regular fixed-route service, work shall be offered to Employees on a seniority basis. Work left open shall be forced in reverse seniority order.

G. Where more than one Employee is qualified and selected to serve in a relief position, the unscheduled work shall be offered by seniority with overtime, bid schedules, and days off taken into consideration.

Section 22.4 Compensation and Overtime

A. All compensation shall take the form of cash in accordance with the wage table in Article 8 - Wages. Compensation for the Lead Mechanic shall be 115% of the Mechanic's current wage at the appropriate step.

B. Employees reporting for duty will be guaranteed a minimum of 2.5 hours of pay for each report. Voluntary meetings are exempt from this rule and shall be paid at actual hours attended. Meetings held outside of normal work schedules will be paid as worked.

C. An Employee called back to work after his/her regular shift, having once gone home, and reporting for work or called in to work on his/her regular day off, will be guaranteed at least 2.5 hours of extra pay in addition to actual hours worked.

D. An Employee who volunteers to change shifts and is sent home before the end of his/her regular completed shift shall be guaranteed at least 2.5 hours of additional pay over and above his/her assigned work schedule.

E. An Employee will be paid at his/her applicable rate of pay for time spent completing reports of accidents and incidents on the date of occurrence. Also, an Employee will be paid at his/her applicable regular rate of pay when the supervisor requests time to discuss work-related issues.

F. All overtime shall be compensated at the rate of time-and-one-half the Employee's basic rate of pay exclusive of special or premium pay.

G. Overtime for full-time Employees shall be defined as work performed in excess of the regular workdays as designated.

H. If a full-time Employee is called to work on his/her regular day off, the Employee will be paid at the rate of time-and-one-half the basic applicable rate of pay, exclusive of premium pay, provided that at least one of the following apply:

1) The Employee has been on "paid status" for each regular workday of the established workweek. "Paid status" is defined as having been compensated for each regular workday either:

- a) In the form of cash, either from hours worked or from leave paid in lieu of work; or
- b) In the form of CTS's cash contribution to the Employee's Health Reimbursement Account (HRA), as a result of the Employee's Holiday Leave bank having reached 40 hours.

2) The Employee was forced to work his/her regular day off as part of the daily scheduling process.

I. Overtime for part-time Employees shall be defined as work performed in excess of 40 hours within the designated workweek.

J. Overtime for the purpose of covering whole shifts or pieces of work of at least 2.5 hours will be offered by job class seniority within the Mechanic classification, then offered to the Lead Mechanic and/or assigned by reverse seniority to the Mechanics.

K. Unscheduled work on a holiday shall be treated and compensated as overtime. If an Employee works on a non-service holiday, he/she will receive time and one-half for his/her hours worked, but the Employee has the option of taking the holiday pay in his/her check, along with the time and a half pay without this counting towards overtime.

L. An Employee working in a premium position will be offered work which ensures that between his/her premium pay work or a combination of premium pay or work will not cause the Employee to suffer a loss in compensation for the week when compared with his/her regular week, but no guarantee of being made whole on any given week or day.

M. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the Employee's applicable rates shall apply.

Section 22.5 Rebids

A. If a regular assignment becomes vacant due to retirement, resignation, or termination, a less senior Lead Mechanic may request a move-up within his/her classification.

1) A Lead Mechanic who rebids must pick the entire assignment of the Lead Mechanic who vacated the picked assignment.

2) All Lead Mechanics with less seniority may participate in the rebid.

8. Rebids will be coordinated by shop stewards. An assignment selected at a rebid via absentee pick will not be subject to the grievance/arbitration procedure.

Section 22.6 Uniforms, Safety, and Foul Weather Gear

A. Employees who are required to work outside in inclement weather, or to work in hazardous areas, and/or to wear a prescribed uniform, will be provided with foul weather gear, safety gear, or uniforms as necessary by CTS at no cost to the Employee, unless otherwise specified in this AGREEMENT. Suitable foot gear will be provided to Employees engaged in performing work which may be hazardous to the Employee's health and/or safety, unless otherwise specified in this AGREEMENT.

B. CTS shall provide and maintain coveralls for each Lead Mechanic at no cost to the Employee. Use of coveralls shall be restricted to use by the Employee while on duty for CTS.

C. CTS shall provide raingear, eye protection, gloves, safety vests, hard hats, or other safety gear as necessary.

D. For gear provided to the Employee, CTS shall maintain such foul weather and/or safety gear and/or uniforms and will hold an Employee blameless for any accidental loss, accidental damage, or normal wear and tear as a result of usage in the performance of his/her duties. Such gear will remain the property of CTS and will be returned upon separation from employment.

E. Each Lead Mechanic shall be reimbursed up to \$400 per year for work-suitable footwear, to include orthotics, inserts, and socks.

F. Employees can purchase footwear by presenting a purchase order to a local business where CTS has an account, or will be reimbursed, upon presentation of an approved receipt.

Section 22.7 Relief Employees

This section intentionally left blank.

Section 22.8 Special Allowances

Lead Mechanics will be required to furnish tools outlined in Appendix B - Mechanic Tool List. CTS will replace, or repair, broken or worn out tools specifically identified in Appendix B - Mechanic Tool List. Tools not listed within the appendix may be replaced at the discretion of CTS.

Each Lead Mechanic shall be reimbursed for tool purchases up to the following amounts:

Year	Amount
2018	\$500
2019	\$525
2020	\$550

Section 22.9 Special Conditions

A. In the event CTS chooses to vacate and/or re-assign the duties of the Lead Mechanic to a position not represented by the UNION, the current Lead Mechanic shall return to his/her former Mechanic classification, be compensated at a rate no lower than that paid to him/her as a Lead Mechanic, and seniority shall be calculated for the time period combining both classifications.

B. Lead Mechanics must possess a current DOT medical card and a driver's license valid for operating a transit coach on public roadways in the State of Washington. It is the responsibility of the Employee to maintain proper licensure.

ARTICLE 23 MAINTENANCE WORKERS

Section 23.1 Recruitment

Current Employees shall be encouraged to apply for the position of Maintenance Worker. Employees shall be selected on the basis of training, experience, and job performance as determined by appropriate testing procedures and evaluations. In the event no current Employee is both interested and qualified to perform the duties of the position, CTS shall conduct an external recruitment. If internal and external recruitments occur simultaneously, hiring preference shall be given to current qualified Employee(s).

Section 23.2 Hours of Work

The workweek shall begin on Sunday at 12:00:00 a.m. and end on Saturday at 11 :59:59 p.m. The workweek shall contain two scheduled consecutive days off. CTS reserves the right to create one shift with non-consecutive days off. This does not constitute a guarantee of minimum or maximum number of hours.

Section 23.3 Work Assignments

A. Work assignments shall be bid by job class seniority at the request of the Employees but not more often than quarterly. Work assignments shall define start and end times, lunch hours, and days off.

8. All assignments shall be completed within a continuous 8.5-hour shift (8 hours plus a 30-minute unpaid meal period), except where no relief is available. Where no relief is available, the work assignment shall be completed within eight hours, or overtime rules apply.

C. The Employee and CTS may agree to an alternative work schedule. A UNION representative will also review the work schedule.

D. Should it become necessary to alter a shift anytime during a bid period and such alteration imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or request for accommodation, which requires an alteration in the start or quit times of a shift, such Employee may request that CTS consider his/her request. CTS will then contact the UNION to review the matter. Alterations to Employees' start or quit times shall be made by mutual consent of the PARTIES. In addition, the PARTIES agree flexible schedules may be accommodated by mutual agreement of the Employee and CTS.

E. Holidays with regular fixed-route service shall be regular work days. If work is available on holidays without regular fixed-route service, work shall be offered to Employees on a seniority basis. Work left open shall be forced in reverse seniority order.

F. Where more than one Employee is qualified and selected to serve in a relief position, the unscheduled work shall be offered by seniority with overtime, bid schedules, and days off taken into consideration.

Section 23.4 Compensation and Overtime

A. All compensation shall take the form of cash in accordance with the wage table in Article 8 - Wages.

B. Employees reporting for duty will be guaranteed a minimum of 2.5 hours of pay for each report. Voluntary meetings are exempt from this rule and shall be paid at actual hours attended. Meetings held outside of normal work schedules will be paid as worked.

C. An Employee called back to work after his/her regular shift, having once gone home, and reporting for work or called in to work on his/her regular day off, will be guaranteed at least 2.5 hours of extra pay in addition to actual hours worked. Employees may leave before the 2.5 hours of call-in time is up if the job is finished.

D. An Employee who volunteers to change shifts and is sent home before the end of his/her regular completed shift shall be guaranteed at least 2.5 hours of additional pay over and above his/her assigned work schedule.

E. An Employee will be paid at his/her applicable rate of pay for time spent completing reports of accidents and incidents on the date of occurrence. Also, an Employee will be paid at his/her applicable regular rate of pay when the supervisor requests time to discuss work-related issues.

F. All overtime shall be compensated at the rate of time-and-one-half the Employee's basic rate of pay exclusive of special or premium pay.

G. Overtime for full-time Employees shall be defined as work performed in excess of the regular workdays as designated.

H. If a full-time Employee is called to work on his/her regular day off, the Employee will be paid at the rate of time-and-one-half the basic applicable rate of pay, exclusive of premium pay, provided that at least one of the following apply:

1) The Employee has been on "paid status" for each regular workday of the established workweek. "Paid status" is defined as having been compensated for each regular workday either:

- a) In the form of cash, either from hours worked or from leave paid in lieu of work; or
- b) In the form of CTS's cash contribution to the Employee's Health Reimbursement Account (HRA), as a result of the Employee's Holiday Leave bank having reached 40 hours.

2) The Employee was forced to work his/her regular day off as part of the daily scheduling process.

I. Overtime for part-time Employees shall be defined as work performed in excess of 40 hours within the designated workweek.

J. Overtime for the purpose of covering whole shifts or pieces of work of at least 2.5 hours will be offered by job class seniority within the Maintenance Worker classification, then offered to the Lead Maintenance Workers and/or assigned by reverse seniority to Maintenance Workers.

K. Unscheduled work on a holiday shall be treated and compensated as overtime. If an Employee works on a non-service holiday, he/she will receive time and one-half for his/her

hours worked, but the Employee has the option of taking the holiday pay in his/her check, along with the time and a half pay without this counting towards overtime.

L. An Employee working in a premium position will be offered work which ensures that between his/her premium pay work or a combination of premium pay or work will not cause the Employee to suffer a loss in compensation for the week when compared with his/her regular week, but no guarantee of being made whole on any given week or day.

M. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the Employee's applicable rates shall apply.

Section 23.5 Rebids

A. If a regular assignment becomes vacant due to retirement, resignation, or termination, a less senior Maintenance Worker may request a move-up within his/her classification.

- 1) A Maintenance Worker who rebids must pick the entire assignment of the Maintenance Worker who vacated the picked assignment.
- 2) All Maintenance Workers with less seniority may participate in the rebid.

B. Rebids will be coordinated by shop stewards. An assignment selected at a rebid via absentee pick will not be subject to the grievance/arbitration procedure.

Section 23.6 Uniforms, Safety, and Foul Weather Gear

A. Employees who are required to work outside in inclement weather, or to work in hazardous areas, and/or to wear a prescribed uniform, will be provided with foul weather gear, safety gear, or uniforms as necessary by CTS at no cost to the Employee, unless otherwise specified in this AGREEMENT. Suitable foot gear will be provided to Employees engaged in performing work which may be hazardous to the Employee's health and/or safety, unless otherwise specified in this AGREEMENT.

B. CTS shall provide raingear, eye protection, gloves, safety vests, hard hats, or other safety gear as necessary.

C. For gear provided to the Employee, CTS shall maintain such foul weather and/or safety gear and/or uniforms and will hold an Employee blameless for any accidental loss, accidental damage, or normal wear and tear as a result of usage in the performance of his/her duties. Such gear will remain the property of CTS and will be returned upon separation from employment.

D. Each Maintenance Worker shall be reimbursed up to \$400 per year for work-suitable footwear, to include orthotics, inserts, and socks.

E. Each Maintenance Worker shall be reimbursed up to \$400 per calendar year for appropriate workwear. Workwear is designated as long pants, overalls, coveralls, jackets, outer shirts, and thermal underwear.

F. Employees can purchase footwear and workwear by presenting a purchase order to a local business where CTS has an account, or will be reimbursed, upon presentation of an approved receipt.

Section 23.7 Relief Employees

This section intentionally left blank.

Section 23.8 Special Allowances

This section intentionally left blank.

Section 23.9 Special Conditions

D. On an irregular basis, CTS may require Maintenance Workers to perform Mechanic duties. In these instances, the following shall apply:

- 1) Mechanic duties shall be assigned to Maintenance Workers in accordance with this Section.
- 2) Any Maintenance Worker assigned to perform Mechanic duties shall receive a pay premium of \$2.50 per hour, in addition to his/her base hourly pay and at a minimum of two hours per assignment.
- 3) Mechanic duties that may be assigned are mechanical road calls, mechanical repairs or parts replacement (excluding light bulbs), and vehicle recovery duties related directly to tasks associated with preparation and towing of vehicles of CTS.
- 4) CTS will provide all needed tools for Maintenance Workers performing Mechanic duties.
- 5) Maintenance Workers will not perform non-emergency or scheduled Mechanic duties in excess of 1,560 hours per year in total for all Maintenance Workers.

E. Maintenance Workers must possess a current DOT medical card and a driver's license valid for operating a transit coach on public roadways in the State of Washington. It is the responsibility of the Employee to maintain proper licensure.

ARTICLE 24 MECHANICS

Section 24.1 Recruitment

Current Employees shall be encouraged to apply for the position of Mechanic. Employees shall be selected on the basis of training, experience, and job performance as determined by appropriate testing procedures and evaluations. In the event no current Employee is both interested and qualified to perform the duties of the position, CTS shall conduct an external recruitment. If internal and external recruitments occur simultaneously, hiring preference shall be given to current qualified Employee(s).

Section 24.2 Hours of Work

The workweek shall begin on Sunday at 12:00:00 a.m. and end on Saturday at 11 :59:59 p.m. The workweek shall contain two scheduled consecutive days off. CTS reserves the right to create one shift with non-consecutive days off. This does not constitute a guarantee of minimum or maximum number of hours.

Section 24.3 Work Assignments

A. Work assignments shall be bid by job class seniority at the request of the Employees, but not more often than quarterly. Work assignments shall define start and end times, lunch hours, and days off.

B. All assignments shall be completed within a continuous 8.5-hour shift (8 hours plus a 30-minute unpaid meal period), except where no relief is available. Where no relief is available, the work assignment shall be completed within eight hours, or overtime rules apply.

C. Each Mechanic will be allowed 15 minutes at the end of his/her shift to clean up his/her work area and clean his/her person.

D. The Employee and CTS may agree to an alternative work schedule. A UNION representative will also review the work schedule.

E. Should it become necessary to alter a shift anytime during a bid period and such alteration imposes a serious hardship on an Employee, or should an Employee have a serious hardship, or request for accommodation, which requires an alteration in the start or quit times of a shift, such Employee may request that CTS consider his/her request. CTS will then contact the UNION to review the matter. Alterations to Employees' start or quit times shall be made by mutual consent of the PARTIES. In addition, the PARTIES agree flexible schedules may be accommodated by mutual agreement of the Employee and CTS.

F. Holidays with regular fixed-route service shall be regular work days. If work is available on holidays without regular fixed-route service, work shall be offered to Employees on a seniority basis. Work left open shall be forced in reverse seniority order.

G. Where more than one Employee is qualified and selected to serve in a relief position, the unscheduled work shall be offered by seniority with overtime, bid schedules, and days off taken into consideration.

Section 24.4 Compensation and Overtime

A. All compensation shall take the form of cash in accordance with the wage table in Article 8 - Wages.

B. Employees reporting for duty will be guaranteed a minimum of 2.5 hours of pay for each report. Voluntary meetings are exempt from this rule and shall be paid at actual hours attended. Meetings held outside of normal work schedules will be paid as worked.

C. An Employee who volunteers to change shifts and is sent home before the end of his/her regular completed shift shall be guaranteed at least 2.5 hours of additional pay over and above his/her assigned work schedule.

D. Any Employee called back to work after his/her regular shift, having once gone home, and reporting for work or called in to work on his/her regular day off, will be guaranteed at least 2.5 hours of extra pay in addition to actual hours worked.

E. An Employee will be paid at his/her applicable rate of pay for time spent completing reports of accidents and incidents on the date of occurrence. Also, an Employee will be paid at his/her applicable regular rate of pay when the supervisor requests time to discuss work-related issues.

F. All overtime shall be compensated at the rate of time-and-one-half the Employee's basic rate of pay exclusive of special or premium pay.

G. Overtime for full-time Employees shall be defined as work performed in excess of the regular workdays as designated.

H. If a full-time Employee is called to work on his/her regular day off, the Employee will be paid at the rate of time-and-one-half the basic applicable rate of pay, exclusive of premium pay, provided that at least one of the following apply:

1) The Employee has been on "paid status" for each regular workday of the established workweek. "Paid status" is defined as having been compensated for each regular workday either:

- a) In the form of cash, either from hours worked or from leave paid in lieu of work; or
- b) In the form of CTS's cash contribution to the Employee's Health Reimbursement Account (HRA), as a result of the Employee's Holiday Leave bank having reached 40 hours.

2) The Employee was forced to work his/her regular day off as part of the daily scheduling process.

I. Overtime for part-time Employees shall be defined as work performed in excess of 40 hours within the designated workweek.

J. Overtime for the purpose of covering whole shifts or pieces of work of at least 2.5 hours will be offered by job class seniority within the Mechanic classification., then offered to the Lead Mechanics and/or assigned by reverse seniority.

K. Unscheduled work on a holiday shall be treated and compensated as overtime. If an Employee works on a non-service holiday, he/she will receive time and one-half for his/her hours worked, but the Employee has the option of taking the holiday pay in his/her check, along with the time and a half pay without this counting towards overtime.

L. An Employee working in a premium position will be offered work which ensures that between his/her premium pay work or a combination of premium pay or work will not cause the Employee to suffer a loss in compensation for the week when compared with his/her regular week, but no guarantee of being made whole on any given week or day.

M. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the Employee's applicable rates shall apply.

Section 24.5 Rebids

A. If a regular assignment becomes vacant due to retirement, resignation, or termination, a less senior Mechanic may request a move-up within his/her classification.

1) A Mechanic who rebids must pick the entire assignment of the Mechanic who vacated the picked assignment.

2) All Mechanics with less seniority may participate in the rebid.

B. Rebids will be coordinated by shop stewards. An assignment selected at a rebid via absentee pick will not be subject to the grievance/arbitration procedure.

Section 24.6 Uniforms, Safety, and Foul Weather Gear

A. Employees who are required to work outside in inclement weather, or to work in hazardous areas, and/or to wear a prescribed uniform, will be provided with foul weather gear, safety gear, or uniforms as necessary by CTS at no cost to the Employee, unless otherwise specified in this AGREEMENT. Suitable foot gear will be provided to Employees engaged in performing work which may be hazardous to the Employee's health and/or safety, unless otherwise specified in this AGREEMENT.

B. CTS shall provide and maintain coveralls for each Mechanic at no cost to the Employee. Use of coveralls shall be restricted to use by the Employee while on duty for CTS.

C. CTS shall provide raingear, eye protection, gloves, safety vests, hard hats, or other safety gear as necessary.

D. For gear provided to the Employee, CTS shall maintain such foul weather and/or safety gear and/or uniforms and will hold an Employee blameless for any accidental loss, accidental damage, or normal wear and tear as a result of usage in the performance of his/her duties. Such gear will remain the property of CTS and will be returned upon separation from employment.

E. Each Mechanic shall be reimbursed up to \$400 per year for work-suitable footwear, to include orthotics, inserts, and socks.

F. Employees can purchase footwear by presenting a purchase order to a local business where CTS has an account, or will be reimbursed, upon presentation of an approved receipt.

Section 24.7 Relief Employees

This section intentionally left blank.

Section 24.8 Special Allowances

Mechanics will be required to furnish tools outlined in Appendix B - Mechanic Tool List. CTS will replace, or repair, broken or worn out tools specifically identified in Appendix B - Mechanic Tool List. Tools not listed within the appendix may be replaced at the discretion of CTS.

Each Mechanic shall be reimbursed for tool purchases up to the following amounts:

Year	Amount
2018	\$500
2019	\$525
2020	\$550

Section 24.9 Special Conditions

Mechanics must possess a current DOT medical card and a driver's license valid for operating a transit coach on public roadways in the State of Washington. It is the responsibility of the Employee to maintain proper licensure.

ARTICLE 25 PARATRANSIT DISPATCHERS

Section 25.1 Recruitment

Paratransit Dispatchers shall be recruited from the ranks of Employees and must successfully complete his/her review period. If no current Employee is either interested in the position or successfully completes the review period, CTS may conduct an outside recruitment.

Section 25.2 Hours of Work

A. The workweek shall begin on Sunday at 12:00:00 a.m. and end on Saturday at 11 :59:59 p.m. The workweek shall contain two scheduled consecutive days off, unless otherwise recommended by the Scheduling Committee. CTS reserves the right to create one shift with non-consecutive days off. This does not constitute a guarantee of minimum or maximum number of hours.

B. Unpaid meal periods of 30 minutes will be scheduled in compliance with Washington State law. An extended unpaid meal period, up to 60 minutes, may be scheduled, subject to operation or training constraints. Paratransit Dispatchers have the option of waiving or taking a lunch, based on management discretion. To waive a lunch, the Paratransit Dispatcher will be required to complete the required waiver form, and have it approved by CTS.

Section 25.3 Work Assignments

A. Work assignments for all Paratransit Dispatchers shall be bid by job class seniority at the time of the Paratransit Operator bid. Paratransit Dispatchers shall meet quarterly and/or upon request of the Scheduling Committee to determine work assignments. The creation of the work assignments will be based on and prioritized by:

- 1) Providing effective coverage;
- 2) Minimizing cost; and
- 3) Recommendations from the Scheduling Committee.

B. CTS will endeavor in good faith to schedule workweeks of either five consecutive days of eight consecutive hours and/or four days of ten consecutive hours (exclusive of meal periods).

C. CTS will not post any bid with open work with the intent to fill it at a later time with a new, existing, or temporary Employee.

D. Any open work assignments will be first assigned to Relief Paratransit Dispatchers at regular rate. If all Relief Paratransit Dispatchers would be at overtime, then the open work will be offered to Paratransit Dispatchers in job class seniority order at overtime rate. Paratransit Dispatchers may be assigned by inverse seniority to any open work assignment that cannot be filled with Relief Paratransit Dispatchers.

E. Paratransit Dispatchers will not work shifts resulting in less than eight hours off between shifts. The PARTIES recognize this rule may limit an Employee's ability to accept overtime work.

F. Holidays with regular fixed-route service shall be regular work days. If work is available on holidays without regular fixed-route service, work shall be offered to Employees on a seniority basis. Work left open shall be forced in reverse seniority order.

G. Where more than one Employee is qualified and selected to serve in a relief position, the unscheduled work shall be offered by seniority with overtime, bid schedules, and days off taken into consideration.

Section 25.4 Compensation and Overtime

A. All compensation for Paratransit Dispatchers and Relief Paratransit Dispatchers shall take the form of cash in accordance with the wage table in Article 8 - Wages. Compensation for the Paratransit Dispatcher shall be 115% of the Paratransit Operator current wage at the appropriate step. Compensation for Relief Paratransit Dispatcher shall be 110% of the Paratransit Operator current wage at the appropriate step.

B. Employees reporting for duty will be guaranteed a minimum of 2.5 hours of pay for each report. Voluntary meetings are exempt from this rule and shall be paid at actual hours attended. Meetings held outside of normal work schedules will be paid as worked.

C. An Employee will be paid at his/her applicable rate of pay for time spent completing reports of accidents and incidents on the date of occurrence. Also, an Employee will be paid at his/her applicable regular rate of pay when the supervisor requests time to discuss work-related issues.

D. All overtime shall be compensated at the rate of time-and-one-half the Employee's basic rate of pay exclusive of special or premium pay.

E. Overtime for full-time Employees shall be defined as work performed in excess of the regular workdays as designated.

F. If a full-time Employee is called to work on his/her regular day off, the Employee will be paid at the rate of time-and-one-half the basic applicable rate of pay, exclusive of premium pay, provided that at least one of the following apply:

1) The Employee has been on "paid status" for each regular workday of the established workweek. "Paid status" is defined as having been compensated for each regular workday either:

- a) In the form of cash, either from hours worked or from leave paid in lieu of work; or
- b) In the form of CTS's cash contribution to the Employee's Health Reimbursement Account (HRA), as a result of the Employee's Holiday Leave bank having reached 40 hours.

2) The Employee was forced to work his/her regular day off as part of the daily scheduling process.

G. Overtime for part-time Employees shall be defined as work performed in excess of 40 hours within the designated workweek.

H. Unscheduled work on a holiday shall be treated and compensated as overtime. If an Employee works on a non-service holiday, he/she will receive time and one-half for his/her hours worked, but the Employee has the option of taking the holiday pay in his/her check, along with the time and a half pay without this counting towards overtime.

I. An Employee working in a premium position will be offered work which ensures that between his/her premium pay work or a combination of premium pay or work will not cause the Employee to suffer a loss in compensation for the week when compared with his/her regular week, but no guarantee of being made whole on any given week or day.

J. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the Employee's applicable rates shall apply.

Section 25.5 Rebids

A. If a regular assignment becomes vacant due to retirement, resignation, or termination, a less senior Paratransit Dispatcher may request a move-up within his/her classification.

1) A Paratransit Dispatcher who rebids must pick the entire assignment of the Paratransit Dispatcher who vacated the picked assignment.

2) All Paratransit Dispatchers with less seniority may participate in the rebid.

B. In the event a Paratransit Dispatcher is on an extended leave of absence and is not performing his/her regular duties at the time of bidding, the Paratransit Dispatcher shall select his/her work and a move up bid shall be conducted. The rebid will dissolve upon the return to work of the Paratransit Dispatcher owning the work or the end of the scheduled bid period, whichever comes first.

C. Rebids will be coordinated by shop stewards. An assignment selected at a rebid via absentee pick will not be subject to the grievance/arbitration procedure.

Section 25.6 Uniforms

Paratransit Dispatcher is a uniformed position. Uniforms shall be designated under Article 16 - Uniforms and Appearance.

Section 25.7 Relief Employees

A. Full-shift relief for Paratransit Dispatchers will be provided from an appointed pool of Employees classified as Relief Paratransit Dispatchers. Relief Paratransit Dispatchers will be recruited from the Paratransit Employee ranks and will be appointed based on qualifications. Relief work will be offered as per assignment rules for Relief Paratransit Dispatchers with consideration given to overtime, bid schedules, and days off. Relief to cover lunch/break periods for Paratransit Dispatchers will be provided by any qualified Paratransit Employee.

B. An Employee performing the duties of Relief Paratransit Dispatcher as overtime shall be compensated at either his or her regular rate of pay or the overtime rate of a Relief Paratransit Dispatcher, whichever is greater. An Employee working in a relief position will be offered work which allows the Employee to suffer no loss in compensation for the week when compared with his/her regular work.

Section 25.8 Special Allowances

This section intentionally left blank.

Section 25.9 Special Conditions

Paratransit Dispatchers and Relief Paratransit Dispatchers must possess a current DOT medical card and a driver's license valid for operating a passenger vehicle on public roadways in the State of Washington. It is the responsibility of the Employee to maintain proper licensure.

ARTICLE 26 PARATRANSIT OPERATORS

Section 26.1 Recruitment

Current Employees shall be encouraged to apply for the position of Paratransit Operator. Employees shall be selected on the basis of training, experience, and job performance as determined by appropriate testing procedures and evaluations. In the event no current Employee is both interested and qualified to perform the duties of the position, the Employer shall conduct an external recruitment. If internal and external recruitments occur simultaneously, hiring preference shall be given to current qualified Employee(s).

Section 26.2 Hours of Work

A. The workweek shall begin on Sunday at 12:00:00 a.m. and end on Saturday at 11 :59:59 p.m. The workweek shall contain two scheduled consecutive days off, unless otherwise recommended by the Scheduling Committee. CTS reserves the right to create one shift with non-consecutive days off. This does not constitute a guarantee of minimum or maximum number of hours. Except as otherwise provided, eight consecutive hours exclusive of a meal period shall constitute a day's work.

B. Unpaid meal periods of 30 minutes will be scheduled in compliance with Washington State law. An extended unpaid meal period, up to 60 minutes, may be scheduled, subject to operational or training constraints. Paratransit Operators have the option of waiving or taking a lunch, based on management discretion. To waive a lunch, the Paratransit Operator will be required to complete the required waiver form, and have it approved by CTS each bid.

Section 26.3 Work Assignments

A. Work assignments for all Paratransit Operators shall be bid by job class seniority a minimum of three times each year or as recommended by the Scheduling Committee. The effective dates of the bids shall be the first business Monday of January, the last Monday of April, and the last Monday of August. Bids will be completed no later than 14 calendar days from the start of the bid. The number of shift bids per year shall be reviewed by the Scheduling Committee as needed.

B. CTS will not post any bid with an open shift with the intent to fill that run at a later time with a new, existing, or temporary Employee. A will work list for overtime will also be generated each bid.

C. CTS will have as a priority the creation of a blend of full-time and part-time work as close to levels recommended by the Scheduling Committee as possible while maintaining system efficiency (optimizing service schedules and cost of operation based on the number of Paratransit Operators employed). If both the UNION and CTS agree, bid shifts may contain two or more classifications of work.

D. CTS will endeavor in good faith to schedule workweeks of either five consecutive days of eight consecutive hours and/or four days of ten consecutive hours (exclusive of meal periods). CTS shall endeavor in good faith to provide Paratransit Extra Board Operators with two regular days off per workweek.

E. Work will be assigned as per the "Work Assignment" sheet, a separate document that may be changed by agreement of the PARTIES as conditions warrant.

F. Vacancies between bids, as well as day-to-day vacancies, will be filled by the Paratransit Extra Board Operators in accordance with the posted Paratransit Extra Board rules. Any changes to the Paratransit Extra Board rules will be submitted for approval to the LRC.

G. Paratransit Operators will not work shifts resulting in less than eight hours off between shifts. The PARTIES recognize this rule may limit an Employee's ability to accept overtime work.

H. Paratransit Operators will start and end daily employment at the same location. Any Employee required to work at a base other than his/her picked base will be paid travel time and CTS will provide transportation or mileage reimbursement at the adopted rate. However, no Employee will be required to use a personal vehicle. A Paratransit Operator may waive paid travel time if s/he chooses to report directly to a base other than his/her picked base.

I. Holidays with regular fixed-route service shall be regular work days. If work is available on holidays without regular fixed-route service, work shall be offered to Employees on a seniority basis. Work left open shall be forced in reverse seniority order.

J. Where more than one Employee is qualified and selected to serve in a relief position, the unscheduled work shall be offered by seniority with overtime, bid schedules, and days off taken into consideration.

Section 26.4 Compensation and Overtime

A. All compensation shall take the form of cash in accordance with the wage table in Article 8 - Wages. When CTS utilizes the services of a Paratransit Operator for training purposes, s/he will be compensated at a rate of 110% of base hourly rate.

B. Port Angeles-based Paratransit Operators reporting for duty will be guaranteed a minimum of 2.5 hours of pay for each report. Voluntary meetings are exempt from this rule and shall be paid at actual hours attended.

C. Forks-based Paratransit Operators reporting for duty Monday through Friday will be guaranteed a minimum of 2.5 hours of paid time per day. Forks-based Paratransit Operators reporting for duty on Saturday will be paid at one-and-one-half the regular pay rate for work performed. There is no 2.5-hour paid time guarantee for Saturday work. Excluding meal breaks, no more than one unpaid split will be assigned daily to a Forks-based Paratransit Operator. Voluntary meetings are exempt from these rules and shall be paid at actual hours attended. Meetings held outside of normal work schedules will be paid as worked.

D. A Paratransit Operator working in a different classification shall be paid based upon the wage scale for the classification s/he is working or the wage scale of his/her primary classification, whichever is greater.

E. An Employee will be paid at his/her applicable rate of pay for time spent completing reports of accidents and incidents on the date of occurrence. Also, an Employee will be paid at his/her applicable regular rate of pay when the supervisor requests time to discuss work-related issues.

F. All overtime shall be compensated at the rate of time-and-one-half the Employee's basic rate of pay exclusive of special or premium pay.

G. Overtime for full-time Employees shall be defined as:

- 1) If scheduled to work five days per week, work and/or assignments greater than 8 hours per day or 40 hours per week.
- 2) If scheduled to work four days per week, work and/or assignments greater than 10 hours per day or 40 hours per week.

H. If a full-time Employee is called to work on his/her regular day off, the Employee will be paid at the rate of time-and-one-half the basic applicable rate of pay, exclusive of premium pay, provided that at least one of the following apply:

1) The Employee has been on "paid status" for each regular workday of the established workweek. "Paid status" is defined as having been compensated for each regular workday either:

- a) In the form of cash, either from hours worked or from leave paid in lieu of work; or
- b) In the form of CTS's cash contribution to the Employee's Health Reimbursement Account (HRA), as a result of the Employee's Holiday Leave bank having reached 40 hours.

2) The Employee was forced to work his/her regular day off as part of the daily scheduling process.

I. Overtime for Paratransit Extra Board Operators shall be defined as work performed in excess of 40 hours paid in the workweek.

J. Overtime for part-time Employees shall be defined as work performed in excess of 40 hours within the designated workweek.

K. Unscheduled work on a holiday shall be treated and compensated as overtime. If an Employee works on a non-service holiday, he/she will receive time and one-half for his/her hours worked, but the Employee has the option of taking the holiday pay in his/her check, along with the time and a half pay without this counting towards overtime.

L. An Employee working in a premium position will be offered work which ensures that between his/her premium pay work or a combination of premium pay or work will not cause the Employee to suffer a loss in compensation for the week when compared with his/her regular week, but no guarantee of being made whole on any given week or day.

M. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the Employee's applicable rates shall apply.

Section 26.5 Rebids

A. If a vacancy develops at either the Port Angeles or Forks base, or if CTS needs to hire new Paratransit Operators at the Port Angeles or Forks base, the following process shall be followed:

- 1) Paratransit Operators at the base without the vacancy shall be asked, in seniority order, if/s/he wishes to work out of the other base.
- 2) Paratransit Operators opting to do so shall move to the selected base with agency seniority setting bidding seniority at the new base. CTS may then fill the vacant position.
- 3) If there are no Paratransit Operators willing to switch bases, CTS may recruit and fill the base vacancy.

B. In the event a Paratransit Operator is on an extended leave of absence and is not performing his/her regular duties at the time of bidding, the Paratransit Operator shall select his/her work and a rebid bid shall be conducted. The move up bid will dissolve upon the return to work of the Paratransit Operator owning the work or the end of the scheduled bid period, whichever comes first.

Section 26.6 Uniforms

Paratransit Operator is a uniformed position. Uniforms shall be designated under Article 16 - Uniforms and Appearance.

Section 26.7 Relief Employees

This section intentionally left blank.

Section 26.8 Special Allowances

This section intentionally left blank.

Section 26.9 Special Conditions

Paratransit Operators must possess a current DOT medical card and a driver's license valid for operating a passenger vehicle on public roadways in the State of Washington. It is the responsibility of the Employee to maintain proper licensure.

ARTICLE 27 PARATRANSIT SCHEDULERS

Section 27.1 Recruitment

Paratransit Schedulers shall be recruited from the ranks of Employees and must successfully complete his/her review period. If no current Employee is either interested in the position or successfully completes the review period, CTS may conduct an outside recruitment.

Section 27.2 Hours of Work

A. The workweek shall begin on Sunday at 12:00:00 a.m. and end on Saturday at 11 :59:59 p.m. The workweek shall contain two scheduled consecutive days off, unless otherwise recommended by the Scheduling Committee. CTS reserves the right to create one shift with non-consecutive days off. This does not constitute a guarantee of minimum or maximum number of hours.

B. Unpaid meal periods of 30 minutes will be scheduled in compliance with Washington State law. An extended unpaid meal period, up to 60 minutes, may be scheduled, subject to operation or training constraints. Paratransit Schedulers have the option of waiving or taking a lunch, based on management discretion. To waive a lunch, the Paratransit Schedulers will be required to complete the required waiver form, and have it approved by CTS.

Section 27.3 Work Assignments

A. Work assignments for all Paratransit Schedulers shall be bid by job class seniority at the time of the Paratransit Operator bid. Paratransit Schedulers shall meet quarterly and/or upon request of the Scheduling Committee to determine work assignments. The creation of the work assignments will be based on and prioritized by:

- 1) Providing effective coverage;
- 2) Minimizing cost; and
- 3) Recommendations from the Scheduling Committee.

B. CTS will endeavor in good faith to schedule workweeks of either five consecutive days of eight consecutive hours and/or four days of ten consecutive hours (exclusive of meal periods).

C. CTS will not post any bid with open work with the intent to fill it at a later time with a new, existing, or temporary employee.

D. Any open work assignments will be first assigned to Relief Paratransit Schedulers at regular rate. If all Relief Paratransit Schedulers would be at overtime, then the open work will be offered to Paratransit Schedulers in job class seniority order at overtime rate. Paratransit Schedulers may be assigned by inverse seniority to any open work assignment that cannot be filled with Relief Paratransit Schedulers

E. Paratransit Schedulers will not work shifts resulting in less than eight hours off between shifts. The PARTIES recognize this rule may limit an Employee's ability to accept overtime work.

F. Holidays with regular fixed-route service shall be regular work days. If work is available on holidays without regular fixed-route service, work shall be offered to Employees on a seniority basis. Work left open shall be forced in reverse seniority order.

G. Where more than one Employee is qualified and selected to serve in a relief position, the unscheduled work shall be offered by seniority with overtime, bid schedules, and days off taken into consideration.

Section 27.4 Compensation and Overtime

A. All compensation for Paratransit Schedulers and Relief Paratransit Schedulers shall take the form of cash in accordance with the wage table in Article 8 - Wages. Compensation for the Paratransit Schedulers shall be 115% of the Paratransit Operator current wage at the appropriate step. Compensation for Relief Paratransit Schedulers shall be 110% of the Paratransit Operator current wage at the appropriate step.

B. Employees reporting for duty will be guaranteed a minimum of 2.5 hours of pay for each report. Voluntary meetings are exempt from this rule and shall be paid at actual hours attended. Meetings held outside of normal work schedules will be paid as worked.

C. An Employee will be paid at his/her applicable rate of pay for time spent completing reports of accidents and incidents on the date of occurrence. Also, an Employee will be paid at his/her applicable regular rate of pay when the supervisor requests time to discuss work-related issues.

D. All overtime shall be compensated at the rate of time-and-one-half the Employee's basic rate of pay exclusive of special or premium pay.

E. Overtime for part-time Employees shall be defined as work performed in excess of 40 hours within the designated workweek.

F. Overtime for full-time Employees shall be defined as work performed in excess of the regular workdays as designated.

G. If a full-time Employee is called to work on his/her regular day off, the Employee will be paid at the rate of time-and-one-half the basic applicable rate of pay, exclusive of premium pay, provided that at least one of the following apply:

1) The Employee has been on "paid status" for each regular workday of the established workweek. "Paid status" is defined as having been compensated for each regular workday either:

- a) In the form of cash, either from hours worked or from leave paid in lieu of work; or
- b) In the form of CTS's cash contribution to the Employee's Health Reimbursement Account (HRA), as a result of the Employee's Holiday Leave bank having reached 40 hours.

2) The Employee was forced to work his/her regular day off as part of the daily scheduling process.

H. Unscheduled work on a holiday shall be treated and compensated as overtime. If an Employee works on a non-service holiday, he/she will receive time and one-half for his/her hours worked, but the Employee has the option of taking the holiday pay in their check, along with the time and a half pay without this counting towards overtime.

I. An Employee working in a premium position will be offered work which ensures that between his/her premium pay work or a combination of premium pay or work will not cause the Employee to suffer a loss in compensation for the week when compared with his/her regular week, but no guarantee of being made whole on any given week or day.

J. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of

such overtime or premium rates, and only the higher of the Employee's applicable rates shall apply.

Section 27.5 Rebids

A. If a regular assignment becomes vacant due to retirement, resignation, or termination, a less senior Paratransit Scheduler may request a move-up within his/her classification.

- 1) A Paratransit Scheduler who rebids must pick the entire assignment of the Paratransit Scheduler who vacated the picked assignment.
- 2) All Paratransit Scheduler with less seniority may participate in the rebid.

B. In the event a Paratransit Scheduler is on an extended leave of absence and is not performing his/her regular duties at the time of bidding, the Paratransit Scheduler shall select his/her work and a move up bid shall be conducted. The move up bid will dissolve upon the return to work of the Paratransit Scheduler owning the work or the end of the scheduled bid period, whichever comes first.

C. Rebids will be coordinated by shop stewards. An assignment selected at a rebid via absentee pick will not be subject to the grievance/arbitration procedure.

Section 27.6 Uniforms

Paratransit Scheduler is a uniformed position. Uniforms shall be designated under Article 16 - Uniforms and Appearance.

Section 27.7 Relief Employees

A. Full-shift relief for Paratransit Schedulers will be provided from an appointed pool of Employees classified as Relief Paratransit Schedulers. Relief Paratransit Schedulers will be recruited from the Paratransit Employee ranks and will be appointed based on qualifications. Relief work will be offered as per assignment rules for Relief Paratransit Schedulers with consideration given to overtime, bid schedules, and days off. Relief to cover lunch/break periods for Paratransit Schedulers will be provided by any qualified Paratransit Employee.

B. An Employee performing the duties of Relief Paratransit Scheduler as overtime shall be compensated at either his or her regular rate of pay or the overtime rate of a Relief Paratransit Scheduler, whichever is greater. An Employee working in a relief position will be offered work which allows the Employee to suffer no loss in compensation for the week when compared with his/her regular work.

Section 27.8 Special Allowances

This section intentionally left blank.

Section 27.9 Special Conditions

Paratransit Schedulers and Relief Paratransit Schedulers are not required to possess a current DOT medical card.

ARTICLE 28 TRANSIT OPERATORS

Section 28.1 Recruitment

Current Employees shall be encouraged to apply for the position of Transit Operator. Employees shall be selected on the basis of training, experience, and job performance as determined by appropriate testing procedures and evaluations. In the event no current Employee is both interested and qualified to perform the duties of the position, CTS shall conduct an external recruitment. If internal and external recruitments occur simultaneously, hiring preference shall be given to current qualified Employee(s).

Section 28.2 Hours of Work

A. The workweek shall begin on Sunday at 12:00:00 a.m. and end on Saturday at 11 :59:59 p.m. The workweek shall contain two scheduled consecutive days off, unless otherwise recommended by the Scheduling Committee. CTS reserves the right to create one shift with non-consecutive days off. This does not constitute a guarantee of minimum or maximum number of hours.

B. Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, the PARTIES agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. In consideration for the ability to work a total shift that may be comprised of a straight run or a ten-hour assignment, a Transit Operator is entitled to eat at any time during his/her shift as work duties may permit. The work schedule will not require an unpaid meal break as part of the assigned shift. Any such Employee is not entitled to relief from duty while s/he eats.

Section 28.3 Work Assignments

A. Work assignments for all Transit Operators shall be bid by job class seniority a minimum of four times each year. The effective dates of the bids will be within two weeks of the 15th of March, June, September, and December. A Transit Operator may only bid work offered at his/her assigned base. A will work list for overtime will also be generated each bid.

B. Upon completion of training, new Port Angeles-based Transit Operators will be placed on the Extra Board in seniority order for a period of at least 60 calendar days, unless otherwise mutually agreed upon by the UNION and CTS.

C. CTS will have as a priority the creation of a blend of full-time and part-time work as close to levels recommended by the Scheduling Committee as possible while maintaining system efficiency (optimizing service schedules and cost of operation based on the number of Transit Operators employed). CTS shall endeavor to maximize the number of straight runs.

D. CTS will not post any bid with an open run with the intent to fill that run at a later time with a new, existing, or temporary employee.

E. Vacancies between bids, as well as day-to-day vacancies, will be filled by the Fixed-route Extra Board Operators in accordance with the posted Fixed-route Extra Board rules. Any changes to the Fixed-route Extra Board rules will be submitted for approval to the LRC.

F. Vacant Forks Base assignments may be assigned to the Extra Board. Additional vacant Forks Base assignments may be given to Forks-based Transit Operators due to severe manpower shortages. There will be no Forks Base Extra Board or stand assignments unless mutually agreed upon by both PARTIES.

G. Transit Operators will not work shifts resulting in less than eight hours off between shifts. The PARTIES recognize this rule may limit an Employee's ability to accept overtime work.

H. Transit Operators will start and end daily employment at the same location. Any Employee required to work at a base other than his/her picked base will be paid travel time and CTS will provide transportation or mileage reimbursement at the adopted rate. No Employee will be required to use a personal vehicle. An Employee may elect to waive his/her travel time and report directly to the other base. Such an election must be reported to a Dispatcher at least 30 minutes prior to the Employee's scheduled report time.

I. Holidays with regular fixed-route service shall be regular work days. If work is available on holidays without regular fixed-route service, work shall be offered to Employees on a seniority basis. Work left open shall be forced in reverse seniority order.

J. Where more than one Employee is qualified and selected to serve in a relief position, the unscheduled work shall be offered by seniority with overtime, bid schedules, and days off taken into consideration.

Section 28.4 Compensation and Overtime

A. All compensation shall take the form of cash in accordance with the wage table in Article 8 - Wages. When CTS utilizes the services of a Transit Operator for training purposes, s/he will be compensated at a rate of 110% of base hourly rate.

B. An Employee shall be considered in a payroll status when s/he reports to the designated location at the time indicated by the CTS. In the event that the Employee is not able to perform his/her duties because of a breakdown, equipment shortage, inclement weather, or scheduling error, the CTS will guarantee 2.5 hours for report time. Any shift hour changes or cancellations must be conveyed to the Employee two hours prior to such change. If advance notification does not occur, CTS will pay 2.5 hours for the canceled assignments. The Employee may be expected to be onsite during those 2.5 hours to perform additional duties as may be assigned (such as answering phones, appropriate clerical duties, and assistance to drivers). The Employee will not incur any loss in scheduled pay time.

C. Employees reporting for duty will be guaranteed a minimum of 2.5 hours of pay for each report. Voluntary meetings are exempt from this rule and shall be paid at actual hours attended. Meetings held outside of normal work schedules will be paid as worked.

D. Assignment combinations of work with more than one split will be paid straight-through for the lesser split. Any assignment combination with a split of 60 minutes or less will be paid straight-through. When mutually agreed by a Transit Operator and CTS, the Transit Operator may take unpaid split time at a location other than his/her picked base without loss of scheduled pay time.

E. An Employee will be paid at his/her applicable rate of pay for time spent completing reports of accidents and incidents on the date of occurrence. Also, an Employee will be paid at his/her applicable regular rate of pay when the supervisor requests time to discuss work-related issues.

F. All overtime shall be compensated at the rate of time-and-one-half the Employee's basic rate of pay exclusive of special or premium pay.

G. Overtime for full-time Employees shall be defined as work performed in excess of the regular workdays as designated.

H. If a full-time Employee is called to work on his/her regular day off, the Employee will be paid at the rate of time-and-one-half the basic applicable rate of pay, exclusive of premium pay, provided that at least one of the following apply:

1) The Employee has been on "paid status" for each regular workday of the established workweek. "Paid status" is defined as having been compensated for each regular workday either:

- a) In the form of cash, either from hours worked or from leave paid in lieu of work; or
- b) In the form of CTS's cash contribution to the Employee's Health Reimbursement Account (HRA), as a result of the Employee's Holiday Leave bank having reached 40 hours.

2) The Employee was forced to work his/her regular day off as part of the daily scheduling process.

I. Overtime for Extra Board Transit Operators shall be defined as work performed in excess of the scheduled bid work in relief of another Transit Operator; otherwise, work performed in excess of 40 hours paid in the workweek.

J. Overtime for part-time Employees shall be defined as work performed in excess of 40 hours within the designated workweek.

K. Unscheduled work on a holiday shall be treated and compensated as overtime. If an Employee works on a non-service holiday, he/she will receive time and one-half for his/her hours worked, but the Employee has the option of taking the holiday pay in their check, along with the time and a half pay without this counting towards overtime.

L. An Employee working in a premium position will be offered work which ensures that between his/her premium pay work or a combination of premium pay or work will not cause the Employee to suffer a loss in compensation for the week when compared with his/her regular week, but no guarantee of being made whole on any given week or day.

M. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the Employee's applicable rates shall apply.

Section 28.5 Rebids

A. If a vacancy develops at either the Port Angeles or Forks base, or if CTS needs to hire new Transit Operators at the Port Angeles or Forks base, the following process shall be followed:

- 1) Transit Operators at the base without the vacancy shall be asked, in seniority order, if s/he wishes to work out of the other base;
- 2) Transit Operators opting to do so shall move to the selected base with agency seniority setting bidding seniority at the new base. CTS may then fill the vacant position.
- 3) If there are no Transit Operators willing to switch bases, CTS may recruit and fill the base vacancy.
- 4) If a Port Angeles-based Transit Operator chooses Forks-based work, or if a Forks-based Transit Operator chooses Port Angeles-based work, such Employee does so with agency seniority setting base seniority.

B. If a regular assignment becomes vacant due to retirement, resignation, or termination, a less senior Transit Operator may request a rebid in their classification.

- 1) Transit Operator who rebids must pick the entire assignment of the Transit Operator who vacated the picked assignment.
- 2) All Transit Operators with less seniority may participate in the rebid.

C. In the event a Transit Operator is on an extended leave of absence and is not performing his/her regular duties at the time of bidding, the Transit Operator shall select his/her work and a rebid shall be conducted. Only Transit Operators assigned to the base in which the vacancy occurs will participate in the rebid. The rebid will dissolve upon the return to work of the Transit Operator owning the work or the end of the scheduled bid period, whichever comes first.

D. Rebids will be coordinated by shop stewards. An assignment selected at a rebid via absentee pick will not be subject to the grievance/arbitration procedure.

Section 28.6 Uniforms

Transit Operator is a uniformed position. Uniforms shall be designated under Article 16 - Uniforms and Appearance.

Section 28.7 Relief Employees

This section intentionally left blank.

Section 28.8 Special Allowances

This section intentionally left blank.

Section 28.9 Special Conditions

A. Transit Operators will not be required to make or carry change.

B. Charters will be paid at 105% of the Transit Operator wage when normal charter rates are charged for the work. Normal charter shall be defined as any non-revenue service CTS provides where compensation is more than 75% of CTS's applicable charter rate.

C. For overnight work, Employees shall be paid for eight hours per day or the driving time or on-duty time during the day, whichever is greater. This shall apply for each 24-hour period beginning at midnight for the duration of the overnight work. Employees shall be compensated on a per diem basis according to CTS policy for the duration of the trip. For the purposes of Extra Board rules, any overnight work shall stand alone as a single piece of work and shall be identified as such. Extra Board Transit Operators shall be given a work option upon notification of the available overnight work. CTS shall make every effort to notify the appropriate Extra Board personnel of the potential work assignments for the period of time for the duration of the overnight work. Overtime conditions, rules, and compensation shall apply according to this AGREEMENT.

D. Transit Operators must possess a current DOT medical card and a driver's license valid for operating a transit coach with passengers on public roadways in the State of Washington. It is the responsibility of the Employee to maintain proper licensure.

ARTICLE 29 WORK OUTSIDE OF CLASSIFICATIONS

Section 29.1 Work Assignments

CTS may occasionally require an Employee to perform duties outside of his/her job classification.

Section 29.2 Non-represented Personnel

Non-represented personnel may not work in any represented position except in the following three situations:

- 1) Emergency Staffing Situations - Where "emergency" is defined as an unplanned, non-recurring event where a position or service would not otherwise be filled.
- 2) Shortage of Qualified Employees - A non-represented **employee** may be scheduled to work in a represented classification if the following conditions are met:
 - a) CTS is actively recruiting or training for the position.
 - b) Represented work will be offered to qualified Employees first, if he/she is not going to be put in an overtime situation. If the work assignment is not filled by an Employee, it may then be filled by a non-represented **employee** for that work shift.
- 3) Where recurring gaps in scheduling occur, not to exceed six hours per week.

Section 29.3 Familiarization Training

Dispatchers, Operations Supervisors, and the Operations and Planning Manager may undergo route familiarization training on a quarterly basis. This training is designed to maintain and improve these **employees'** familiarization of the duties, equipment, and operating environment of Operators. During familiarization training:

- 1) An Operator shall be present throughout the training.
- 2) The Operator shall receive the "Line Training Wage" while training.
- 3) The Operator shall provide information, suggestions, and feedback to the non-Operator **employee**.
- 4) The Operator may relieve the non-Operator **employee** when operationally necessary.
- 5) The Operator is encouraged to identify any safety, security, or health concerns which arise during the run to the non-Operator **employee**.
- 6) The non-Operator **employee** is encouraged to drive in service for a minimum of four hours.

ARTICLE 30
TERM OF AGREEMENT, SAVINGS CLAUSE, AND MODIFICATION
PROVISIONS

Section 30.1 Duration

A. This agreement is effective from January 1, 2018 through December 31, 2020.

B. Only Sections 8.2, 8.4, 8.5, and 8.6A of Article 8 - Wages and Section 9.5C of Article 9 - Health Insurance Programs are intended to apply retroactively to January 1, 2018. All other terms and conditions apply prospectively only, beginning October 15, 2018, the date of ratification by the Clallam Transit System Board.

Section 30.2 Savings Clause

Should any provision of this AGREEMENT or the applications of such provisions be rendered or declared invalid because of any existing or subsequent legislation, or by any court decision, the remaining provisions of this AGREEMENT shall continue in full force and effect. Both PARTIES agree to immediately attempt to renegotiate such invalidated provisions to comply with the law.

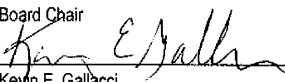
Section 30.3 Modification Provision

No modification, alteration, or revision to this AGREEMENT shall be asserted, implemented, or considered a binding modification to this AGREEMENT unless first reduced to writing, identified as such, and signed by the CTS General Manager/designee and the UNION President/Business Representative/designee.

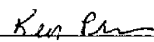
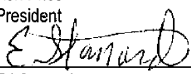
Section 30.4 Modification Deadline

No later than October 1, 2020, either PARTY wishing to modify the terms of this AGREEMENT, will notify the other PARTY in writing setting for its proposal for modification.

CLALLAM TRANSIT SYSTEM

By: 
Mark Ozias
Board Chair

Kevin E. Gallacci
General Manager

AMALGAMATED TRANSIT UNION LOCAL 587

By:  12-6-18
Ken Price
President

Ed Stanard
Executive Board Representative

APPENDIX A - UNIFORMS

On those items, styles, and colors authorized by CTS shall make up the authorized Employee uniform. A detailed listing of approved items and prices shall be available from the Employee's department office manager. Requests for changes to and/or exemptions from the approved uniform should be addressed to the Uniform Committee.

A. Initial Uniform Supply

TRANSIT OPERATORS/PARATRANSIT OPERATORS	
Item	Count
Multi-purpose jacket	1
Shirts - button-down and/or polo	3
Sweater - may be exchanged for 1 shirt at Employee's request	1
Pants/shorts - combination of Employee's preference	3
Hat	1
Trip bag	1
FIXED-ROUTE DISPATCHERS/PARATRANSIT DISPATCHERS/PARATRANSIT SCHEDULERS	
Shirts - button-down and/or polo	3
Sweater – may be exchanged for 1 shirt at Employee's request	1
Pants	3
CUSTOMER SERVICE REPRESENTATIVES	
Shirts - button-down and/or polo	3
Sweater – may be exchanged for 1 shirt at Employee's request	1

B. Uniform Allowance

TRANSIT OPERATORS/PARATRANSIT OPERATORS	
Jackets	
Multi-purpose jacket - "three-in-one"	
Windbreaker	
Raincoat	
Shirts	
Button-down - long- or short-sleeved	
Polo	
Turtleneck - worn under a long-sleeved, button-down shirt	
T-shirts - navy or white, worn under another uniform shirt	
Sweaters	
Pullover	
Cardigan	
Pants	
Dress slacks	
Cargo-style pants	
Shorts	
No shorter than 4 inches above the knee, measured while seated	
Hats	
Baseball cap	
Winter cap	
Scally cap (navy)	
Accessories	
Shoes - solid black	
Socks - solid black	
Ties - navy clip-on	
Belts - leather, navy or black	
Watch - if reimbursed, limit \$50 and remains property of CTS	

FIXED-ROUTE DISPATCHERS/PARATRANSIT DISPATCHERS/PARATRANSIT SCHEDULERS
Jackets
Multi-purpose jacket - "three-in-one"
Windbreaker
Raincoat
Shirts
Button-down - long- or short-sleeved
Polo
Turtleneck - worn under a long-sleeved, button-down shirt
T-shirts - navy or white, worn under another uniform shirt
Sweaters
Pullover
Cardigan
Pants
Accessories
Shoes - solid black
Socks - solid black
Ties - navy clip-on
Belts - leather, navy or black
Watch - if reimbursed, limit \$50 and remains property of CTS
Shirts
Button-down - long- or short-sleeved
Polo
Turtleneck - worn under a long-sleeved, button-down shirt
T-shirts - navy or white, worn under another uniform shirt
Sweaters
Pullover
Cardigan
Accessories
Shoes - solid black
Socks - solid black

APPENDIX B - MECHANIC TOOL LIST

WRENCHES	
Combination	Metric 6mm to 19mm
Allen Set	Standard
Allen Set	Metric
Tubing Set	Standard
Tubing Set	Metric
Combination	Standard 1 /4" to 1 ½"
Air Impact Gun	3/8"
Air Impact Gun	1/2"
½" Torque Wrench	0-150 lb
SOCKETS	
1/4" Set	Standard 3/16" to 1 /2" with ratchet
3/8" Deep Set	Metric 6mm to 19mm
3/8" Set	Standard 3/8" to 3/4" with ratchet
3/8" Deep Set	Standard 3/8" to 3/4"
3/8" Flex	Standard 3/8" to 3/4"
3/8" Impact Set	Standard 3/8" to 3/4"
3/8" Spark Plug Set	Standard 5/8" and 13/16"
3/8" Extensions	3" and 6"
1/2" Set	Standard 7/16" to 1 1/8" with ratchet
1/2" Deep Set	7/16" to 1"
1/2" Impact Set	7/16" to 1"
1/2" Extensions	3", 6", and 10"
GAUGES	
Spark Plug Gaping Gauge	
Feeler Set	.0015 to .25 (Standard/Metric)
PLIERS	
Slip Joint	Needle Nose
Electric Wire Stripping	Locking
Snap Ring	Diagonal Cutting
SCREWDRIVERS	
Standard	3/16" x 4
Standard	5/16" x 8

Standard	1/4" x 16
Phillips	No. 1, 2, and 3
MISCELLANEOUS	
12-oz. Ball Peen Hammer	Brake Adjusting Spoons
2 lb. Soft Hammer	Hacksaw
12-Volt Test Light	Center Punch and Chisel Set
24-Volt Test Light	Tool Box - locking storage for all tool and transportable with casters.